October 06, 2015 City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Mick McCallister
Vice Mayor Jim Sands
Commissioner Phyllis Fitzgerald
Commissioner Pat Landes
Commissioner Michael Ryan
City Manager Allen Dinkel
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

- a. Pledge of Allegiance
- **2. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.
- 3. <u>CONSENT AGENDA:</u> All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.
 - a. Consideration of Appropriation Ordinance A-19 dated September 9, 2015 to September 29, 2015 in the amount of \$1,812,082.47.
 - b. Consideration of City Commission Minutes for September 15, 2015.
 - Consideration of payroll #17 and #18 for the months of August and September 2015.
 - d. Consideration of all Cereal Malt Beverage licenses from January 1, 2016 December 31, 2016.

4. SPECIAL PRESENTATIONS:

a. Fire Prevention Week Proclamation for the week of October 4-10, 2015, presented by Mayor McCallister.

5. NEW BUSINESS:

- a. Consideration of a Noise Waiver and Special Event Permit application for the Flint Hills Church Fall Block Party located at 337 W 7th St, on October 31, 2015 from 4:00 pm – 8:30 pm.
- <u>b.</u> Consideration of Case No. SUP-08-03-15, a request from Junction City Baptist Church to allow the construction of a new church on property located west of Ecord Drive, which is west of Sandusky Drive and north of Armour-Eckrich.

- c. Consideration of Case No. FP-08-02-15, a request from Kaw Valley Engineering, agent, on behalf of Junction City Baptist Church, contract buyer, and Bruce Johnson, owner, to approve the Final Plat of the Junction City Baptist Church Addition to the City of Junction City, Kansas, located west of Ecord Drive, which is west of Sandusky Drive and north of Armour-Eckrich.
- d. Discussion and Review of Requirements to Obtain a Building Permit.
- e. Consideration of an Ordinance Authorizing the Execution of a Loan Agreement between Junction City, Kansas and the State of Kansas for the construction of Phase I Improvements at the Wastewater Treatment Plants.
- <u>f.</u> Consideration and Approval to move forward with the Storm Water Management Plan and Monitoring Plan as developed.
- g. Consideration and Approval for Award of Bid for 2015 KLINK Program to Bayer Construction in the amount of 405,644.10.
- h. Consideration & Approval of the Proposed No Parking Signage on Caroline Ave due to the Walmart Neighborhood Market.
- i. Consideration and Approval for Engineering Services to BG Consultants for the design of the 8th Street Multi Use Path.
- i. Consideration and approval of a Request for Bid Police Warehouse Painting Project.
- k. Consideration of the purchase of a Police Crisis Video Throw Phone System.
- 6. COMMISSIONER COMMENTS & COMMITTEE REPORTS:
- 7. STAFF COMMENTS:
- 8. ADJOURNMENT:

Backup material for agenda item:

a. Consideration of Appropriation Ordinance A-19 dated September 9, 2015 to September 29, 2015 in the amount of \$1,812,082.47.

City of Junction City

City Commission

Agenda Memo

Oct 6th 2015

From: Cynthia Sinklier, Water Billing and Accounts Payable Manager

To: City Commissioners

Subject: Consideration of Appropriation Ordinance A-19 dated-Sept 9th-Sept 29th 2015 in

the amount of \$1,812,082.47

Background: Attached is a Listing and Checks of the Appropriations for Sept 9th - Sept 29th 2015

Appropriations: Sept 9th-Sept 29th 2015

ACH Payment

Emprise \$29,643.20

Columbia \$1,290.00

Dorothy Library \$37,186.63

4,748.83

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		UNITED WAY OF JUNCTION CITY-GEARY COUN	9/04/15	KANSAS STATE TREASURER UNITED WAY UNITED WAY	1,710.00 173.00 173.63
				TOTAL:	122,104.26
GENERAL FUND	GENERAL FUND	COLLECTION BUREAU OF KANSAS INC		WATER-AUG 2015 COL FEES	88.30
				COURT-AUG 2015 COL FEES	25.01
		EDWIN REYES RODRIGUEZ	9/23/15	BAND STAND-CANCELLED TOTAL:	46.68_ 159.99
INFORMATION TECHNOLOGY	GENERAL FUND	INTERNAL REVENUE SERVICE		SOCIAL SECURITY WITHHOLDIN	
			9/18/15	MEDICARE WITHHOLDING	10.91
		CDW GOVERNMENT INC COX BUSINESS SERVICES	9/08/15	Domain Controller	3,442.81
		COX BUSINESS SERVICES	9/01/15	Metro E - Municipal Buildi	1,500.00
			9/01/15	Phone Lines - Cox Fire Union - FS2 Internet	50.44
			9/01/15	Fire Union - FS2 Internet	47.95
		NAMEL INCOMPANCE MADREMENC DROVEDS IIS	9/01/15	Channel 3 Digital Music	34.73
		NAT'L INSURANCE MARKETING BROKERS LLC DELTA DENTAL (PAYROLL)	9/18/15	CITY OF JC EMPLOYER PD LIF	2.70 5.90
			0/10/15	DELEY DENENT OF KANOVO	E 0.0
		MICHAEL VACANTI KANSAS PUBLIC EMPLOYEES	9/18/13	DELTA DENTAL OF KANSAS	120 30
		MICHAEL VACANII KANSAS PIBLIC EMPLOYEES	9/23/13	KDEBS #1	73 94
		REMOTED FOR BOTTLED	9/18/15	KPERS INSURANCE	7.80
		INCODE	10/01/15	KPERS INSURANCE Accounts Payable - AM Acucorp AcuServer - AM Baisc Network Support - AM	2.299.59
		1.10032	10/01/15	Acucorn AcuServer - AM	798 69
			10/01/15	Baisc Network Support - AM	958.17
			10/01/15	Baisc Network Support - AM Distributed Time Sheet Ent	1,998.09
				General Ledger - AM	
			10/01/15	General Ledger JE Import -	329.67
			10/01/15	Office Exporter - AM	91.13
			10/01/15	Payroll / Personnel - AM	3,994.82
			10/01/15	Project Accounting - AM Purchase Orders - AM Special Assessments - AM	1,598.72
			10/01/15	Purchase Orders - AM	2,299.59
			10/01/15	Special Assessments - AM	1,478.13
			10/01/15	Web Publishing Fees	200.00
		CARD CENTER	8/31/15	IPhone 6 Screen Replace - GERMANN - ITune Purchase	247.50
			8/31/15	GERMANN - ITune Purchase	3.87
			8/31/15	Video Cards - 2 ea GESO - Computer - Admin CP	124.39
			8/31/15	GESO - Computer - Admin CP	25,800.83
				TOTAL:	25,800.83
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE		SOCIAL SECURITY WITHHOLDIN	
			9/18/15	MEDICARE WITHHOLDING PHS EMPLOYEE	88.70
		COVENTRY HEALTH SYSTEMS			
				PHS EMPLOYEE	70.49
				PHS EMP/SPOUSE	
			-, -, -	PHS EMP/SPOUSE	52.87
				PHS FAMILY #2	72.44
				PHS FAMILY #2	72.44
				PHS FAMILY 3000	79.30
		OMADIEC ADIZAMMACE		PHS FAMILY 3000	79.30
		STAPLES ADVANTAGE		REFUND ITEM POST-IT 3X3 ADMIN OFFICE SUPPLIES	7.14- 217.75
				ADMIN OFFICE SUPPLIES ADMIN SUPPLIES	344.69
		WOODRIVER ENERGY LLC		AUG 2015-700 N JEFFERSON(G	55.18
		AGENDAPAL CORPORATION		AGENDAPAL	449.00
ı		TODINDITITIE CONTOUNTITION	J/ ± / / ± J	11001101111111	447.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
					_
		LIBERTY MUTUAL INSURANCE CO	9/22/15	BOND SCHNURR LSF0280/9-509	225.00
		LIBERTY MUTUAL INSURANCE CO COX BUSINESS SERVICES DOCUMENT RESOURCES, INC.	9/01/15	Phone Lines - Cox	167.42
		DOCUMENT RESOURCES, INC.	8/31/15	SHRED SERVICES	70.00
		NAT'L INSURANCE MARKETING BROKERS LLC GALLAGHER BENEFIT SERVICES, INC.	9/18/15	CITY OF JC EMPLOYER PD LIF	20.35
		GALLAGHER BENEFIT SERVICES, INC.	9/22/15	SEPTEMER COBRA ADMIN	190.00
			9/22/15	SEPTEMER FLEX SPND ADMIN	3/5.00
		DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	22.42
			9/18/15	DELTA DENTAL OF KANSAS	22.42
			9/04/15	DELTA DENTAL OF KANSAS	9.56
		MANGAG DUDITG EMDLOVERG	9/18/15	DELTA DENTAL OF KANSAS	9.56
		KANSAS PUBLIC EMPLOITES	9/18/15	KLEK2 #1	338.01
			9/18/15	KPERS #2	56.46
			9/18/15	KPERS #3	80.41
		EMILO OFFILIANO TNO	9/18/15	KPERS INSURANCE	32.28
		TMHC SERVICES, INC.	9/02/15	QUARTERLY RANDOM DRUG TEST	390.00
			9/02/15	ADMIN FEES	94.50
		FRED PRYOR SEMINARS	9/01/15	SHAWNA SETTLES TRAINING	79.00
			9/01/15	SHAWNA SETTLES TRAINING	49.00
			9/01/15	DAWN VAN HORN TRAINING	149.00
			9/01/15	YOLANDA PHELPS TRAINING	149.00
			9/01/15	DAWN VAN HORN TRAINING	149.00
		0122 021772	9/01/15	DAWN VAN HORN TRAINING	820.95
		KANSAS PUBLIC EMPLOYEES TMHC SERVICES, INC. FRED PRYOR SEMINARS CARD CENTER	9/17/15	KTA TOLL	2.75
			9/1//15	KTA TOLL BEST BUY-DESKTOP SCANNER WALMART-3-RING BINDERS STEEL BEAMS/FRAME, SHELVES USPS-MAIL PACKAGE	2.75
			9/17/15	BEST BUY-DESKTOP SCANNER	159.99
			9/1//15	WALMART-3-RING BINDERS	29.91
			9/11/15	STEEL BEAMS/FRAME, SHELVES	2,140.36
			9/08/15	USPS-MAIL PACKAGE RR DONNELLY-W2 FORMS EXPEDIA-AUSA-DINKEL-PLANE	12.65
			9/08/15	RR DONNELLY-WZ FORMS	180.01
			9/1//15	EXPEDIA-AUSA-DINKEL-PLANE	288.20
			9/1//15	EXPEDIA-AUSA-DINKEL-PLANE EXPEDIA-FITZGERALD-PLANE T	20.00
			9/1//15	EXPEDIA-FITZGERALD-PLANE T	290.70
			9/1//15	EXPEDIA-FITZGERALD-PLANE P VALIDITY-VAN HORN SCREENIN	21.00
			9/1//15	VALIDITY-VAN HORN SCREENIN	121.10
			9/1//15	BOX N SHIP-SHIPPING	10.33
			9/1//15	WALMART-OFFICE SUPPLIES	47.19
		CHAMDED OF COMMEDCE	9/1//15	USPS-SHIPPING	12.03
		CHAMBER OF COMMERCE	0/00/15	MAC BREAKFAST X Z	24.00
		LATHROP & GAGE LLP	9/08/15	WALMART-OFFICE SUPPLIES USPS-SHIPPING MAC BREAKFAST x 2 GENERAL LABOR & EMPLOYMENT TOTAL:	297.00_
				TOTAL:	9,204.39
BIITIDING MAINTENANCE	CENERAL FUND	INTERNAL REVENUE SERVICE COVENTRY HEALTH SYSTEMS	9/18/15	SOCIAL SECURITY WITHHOLDIN	183 86
BOTEDING PRITITEMENCE	ODINDIVID I OND	INTERMITE REVENUE CERVICE	9/18/15	MEDICARE WITHHOLDING	43 00
		COMENTDY HEATTH CYCTEMS	9/10/15	DHG EMDIOVEE	112 38
		COVENTRI HEADIN SISIEMS	9/18/15	PHS EMPLOYEE	412.30
		C & K CONSTRUCTION	9/02/15	REPAIR DRAIN, M.B.	178.00
		o w R conditioni		REPLACE LEAKING PIPE	228.00
		NAT'L INSURANCE MARKETING BROKERS LLC		CITY OF JC EMPLOYER PD LIF	21.02
		WEX BANK		BUILDING MAINT-AUG 2015-FU	174.04
		DELTA DENTAL (PAYROLL)	- , , -	DELTA DENTAL OF KANSAS	31.61
		DERIVE AURITUTE (LVIVATI)	. , . , .	DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS	31.61
				DELTA DENTAL OF KANSAS	11.95
				DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS	11.95
		HUGO'S INDUSTRIAL SUPPLY, INC.		CARPET CLEANING SOLUTION	93.20
		KANSAS PUBLIC EMPLOYEES		KPERS #1	126.05
		WWWW LADRIC DMLFAIFF9		KPERS #2	174.29
			3/10/13	MEDIO #4	114.29

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CARD CENTER	9/18/15 9/11/15	KPERS INSURANCE CLEANING SUPPLIES, M.B. BULBS, M.B. LADIES RESTROO	31.69 23.36
			9/11/15	BULBS, M.B. LADIES RESTROO	25.48
			9/11/15	BULBS, M.B. LADIES RESTROO KEYS, H.R. DRAIN LINE, AC UNIT OPERA BULBS, M.B. BULBS, M.B. WIRE CONNECTOR BOX, BLDG M	3.98
			9/11/15	DRAIN LINE, AC UNIT OPERA	1.56
			9/11/15	BULBS, M.B.	43.96
			9/11/15	BULBS, M.B.	5.99
			9/11/15	WIRE CONNECTOR BOX, BLDG M	11.90
			9/11/15	BULBS, OPERA HOUSE CLAMP, M.B. SCREWS, M.B. RETURN CLAMP, M.B.	54.00
			9/11/15	CLAMP, M.B.	22.78
			9/11/15	SCREWS, M.B.	18.29
			9/11/15	RETURN CLAMP, M.B.	17.99-
			9/11/15	GLUE/HOOK BLADE, BLDG MAIN CONCRETE CAULK, M.B.	10.28
			9/11/15	CONCRETE CAULK, M.B.	50.43
			9/11/15	CAULK BACKER ROD, M.B.	10.98
			9/11/15	SPRAY FOAM, M.B.	4.99
			9/11/15	CAULK BACKER ROD, M.B. SPRAY FOAM, M.B. CONTACT CEMENT/BRUSH, BLDG LOF/REPLACE HOSE, TRUCK 10 BIT/BOLTS/SCREWS, BLDG MAI	17.48
			9/11/15	LOF/REPLACE HOSE, TRUCK 10	133.40
			9/11/15	BIT/BOLTS/SCREWS, BLDG MAI	11.19
			9/11/15	HOLE SAW, BLDG MAINT	17.99
			9/11/15	LIGHT SWITCH SENSORS, FD #	420.35
			9/11/15	RETURN SENSORS, FD #1	420.35-
				HOLE SAW, BLDG MAINT LIGHT SWITCH SENSORS, FD # RETURN SENSORS, FD #1 TOTAL:	2,615.08
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE COVENTRY HEALTH SYSTEMS CENTURY BUSINESS TECHNOLOGIES C & M LAWN SERVICES COX BUSINESS SERVICES TURF DESIGN INC. NAT'L INSURANCE MARKETING BROKERS LLC DAVE'S ELECTRIC, INC. WEX BANK DELTA DENTAL (PAYROLL) WESTAR ENERGY KANSAS PUBLIC EMPLOYEES	9/18/15	SOCIAL SECURITY WITHHOLDIN	651.74
			9/18/15	MEDICARE WITHHOLDING	152.42
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	881.15
			9/18/15	PHS EMPLOYEE	881.15
			9/04/15	PHS FAMILY #3	176.23
			9/18/15	PHS FAMILY #3	176.23
		CENTURY BUSINESS TECHNOLOGIES	9/16/15	Copier annual usage fee	236.18
		C & M LAWN SERVICES	9/22/15	CONTRACT MOWING 9/6-9/12	2,797.50
			9/22/15	CONTRACT MOWING 8/30-9/5	2,919.30
		0011 011011100 000111000	9/22/15	CONTRACT MOWING 9/13-9/19	2,919.30
		COX BUSINESS SERVICES	9/01/15	WUPD - Metro E	182.50
		TUDE DESCRIPTION	9/01/15	WUPD - Telephone	81.94
		TURF DESIGN INC.	9/21/15	FERTILIZER FALL APP, RATHE	4/9.26
		NAT'L INSURANCE MARKETING BROKERS LLC	9/18/15	CITY OF JC EMPLOYER PD LIF	50.77
		DAVE'S ELECTRIC, INC.	9/10/15	RESET BREAKER, MONTGOMERY	100 70
		DIDAY DANIE	9/1//13	PARK RESIROUMS, PLAIGROU	100.72
		WEX BANK	9/11/15	PARKS-AUG ZUID-FUEL	047.64
		DELIA DENIAL (PAIROLL)	9/04/13	DELLY DENLY! OF KYNGYG	47.10
			0/01/15	DELLY DENLY OF KYNCYC	47.10
			9/04/13	DELLY DENLY! OF KYNGYG	47.00
		WESTAR ENERGY	9/23/15	513 N JEFFERSON-SEPT 2015	471 33
		KANSAS PUBLIC EMPLOYEES	9/18/15	KPERS #1	636.65
		MINORO TODDIC EMILOTEED	9/18/15	KPERS #2	199.50
				KPERS INSURANCE	88.21
		CARD CENTER		DOOR KNOB, HERITAGE RESTRO	83.48
				AIR FILTER	2.49
				BOLTS/SCREWS, BRAMLAGE PAR	10.20
				BOLT/SCREWS, HERITAGE	5.24
				BULBS, PARKS TRUCKS	26.95
				FILLER CAP	5.79
i			9/11/15	OVEN CLEANER	13.98

09-30-2015 09:20 AM APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 5 DEPARTMENT FUND VENDOR NAME DATE DESCRIPTION AMOUNT 9/11/15 CEDAR RAIL, FENCE 74.75 9/11/15 PAINT, PLAY EQUIPMENT 24.05 9/11/15 PLUMBING SUPPLIES, PARKS B 9.77 9/11/15 REPLACE FUEL FILTER, TRUCK 282.62 9/11/15 REPLACE FUEL FILTER, TRUCK 121.00 9/11/15 SPEED LIMIT SIGNS, SOUTH P 9/11/15 DRIVER SEAT HANDLE, TRUCK 11.37 5.99 9/11/15 DRILL BIT 9/11/15 WEED EATER LINE 16.99 9/11/15 STUMP KILLER 25.98 13.99 9/11/15 CHAIN SAW OIL 9/11/15 TIRE REPAIR, TRACTOR 142 15.00 9/11/15 LUMBER, WETLANDS PARK BENC 8.78 15.00 9/11/15 LUMBER, RIVERWALK LANDING 9/11/15 TIRE CHUCK 2.99 14.77 9/11/15 PLUMBING SUPPLIES, CHESTNU 9/11/15 BILGE PUMP 61.44 9/11/15 PLASTIC NUMBERS, PARKS BLD 27.92 9/23/15 UNIFORMS-LANGDON, KENNY 14.37 9/23/15 ED LAZEAR-PARK DEPT CINTAS #451 9/23/15 ED LAZEAR-PARK DEPT 47.50
9/16/15 GRASS & WEED KILLER 510.00
9/02/15 REPLACE HEAD, CHESTNUT 71.48
TOTAL: 18,275.25 SAM'S CLUB VAN DIEST SUPPLY CO ROTHWELL LANDSCAPE INC 9/01/15 Pool - Internet Connection GENERAL FUND COX BUSINESS SERVICES 47.95 SWIMMING POOL 34.82 9/01/15 Pool - Phone 9/23/15 ALARM CITY POOL-1017 W 5TH 15.00 31.20 SECURITY SOLUTIONS INC 31.20 26.68 32.16 27.56 9/11/15 FOOD FOR RESALE, POOL 9/11/15 SODA FOR RESALE, POOL CARD CENTER 9/11/15 SODA FOR RESALE, POOL 9/11/15 SODA FOR RESALE, POOL TOTAL: 215.37 9/18/15 SOCIAL SECURITY WITHHOLDIN SPIN CITY GENERAL FUND INTERNAL REVENUE SERVICE 265.30 9/18/15 MEDICARE WITHHOLDING 62.05 9/04/15 PHS EMPLOYEE COVENTRY HEALTH SYSTEMS 176.23 9/18/15 PHS EMPLOYEE 176.23 9/01/15 Spin City - Cable 9/01/15 Spin City - Internet 9/01/15 Spin City - Telephone 9/01/15 SC - Metro E 176.23 100.67 COX BUSINESS SERVICES 81.95 182.50 NAT'L INSURANCE MARKETING BROKERS LLC 9/18/15 CITY OF JC EMPLOYER PD LIF
DELTA DENTAL (PAYROLL) 9/04/15 DELTA DENTAL OF KANSAS 8.44 11.95 9/18/15 DELTA DENTAL OF KANSAS 11.95 9/23/15 ALARM-915 S WASHINGTON SECURITY SOLUTIONS INC 25.00 139.10 KANSAS PUBLIC EMPLOYEES 9/18/15 KPERS INSURANCE 9/18/15 KPERS #1 14.67 9/17/15 WALMART-ICE CREAM,MILK, 9/17/15 WALMART-AIR FRESHENER

CARD CENTER

95.37 63.44

17.31

57.98

9/17/15 SPOTIFY-MUSIC SUBSCRIPTION

9/17/15 WALMART-BINDER, FOLDERS 9/17/15 ORSCHELN-ROUND UP

9/18/15 BEER SUPPLY

9/18/15 LIQUOR SUPPLY

9/28/15 GOLF LESSONS

9/28/15 GOLF LESSONS

NAT'L INSURANCE MARKETING BROKERS LLC 9/18/15 CITY OF JC EMPLOYER PD LIF

9/18/15 FINANCE CHARGE 9/18/15 PN 18-24-12 9/18/15 RETURN FERTILIZER 9/28/15 JD TRACTOR REPAIR

9/01/15 Golf - Internet Connection

9/18/15 BEER SUPPLY-FALL CLASSIC

9/18/15 BEER SUPPLY 9/28/15 BEER SUPPLY

9/23/15 GOLF CLUB HOUSE 9/23/15 GOLF COURSE

9/23/15 GOLF COURSE-CART SHED

9/04/15 DELTA DENTAL OF KANSAS 9/18/15 DELTA DENTAL OF KANSAS

9/01/15 Golf - Metro E

REGELMAN LIQUOR STORE

CONCORDIA TRACTOR

DS&O RURAL ELECTRIC

DELTA DENTAL (PAYROLL)

JOHN BERNSTEIN

COX BUSINESS SERVICES

WINFIELD SOLUTIONS LLC

CROWN DISTRIBUTORS, INC.

48.05 36.85

31.87 1,639.20 409.80-

670.97

59.95 194.31

45.00

45.00

19.14

48.06

846.72

160.81

23.59 23.59

1,307.76 2,563.29 09-30-2015 09:20 AM APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 7 FUND DEPARTMENT VENDOR NAME DATE DESCRIPTION AMOUNT 9/04/15 DELTA DENTAL OF KANSAS 9/18/15 DELTA DENTAL OF KANSAS 23.90 FLINT HILLS BEVERAGE LLC 9/18/15 BEER SUPPLY 289.44 491.74 9/18/15 BEER SUPPLY 9/28/15 BEER SUPPLY 9/18/15 GULF CLUB GRIPS FOR RESALE 9/18/15 FERT 30-3-6 9/18/15 KPERS #2 9/28/15 GOLF CLUB GRIPS FOR RESALE 165.50 GOLF MAX HELENA CHEMICAL COMPANY KANSAS PUBLIC EMPLOYEES 461.57 9/18/15 KPERS INSURANCE 48.68 9/13/13 FOOD/VENDING SUPPLY 35.25 9/15/15 FOOD/VENDING SUPPLY 216.00 9/28/15 FOOD/VENDING SUPPLY 90.00 9/28/15 FOOD/VENDING SUPPLY 127.00 9/18/15 SPECIAL ORDER MERCH 181.51 9/11/15 FOOD SUPPLES SNACK EXPRESS CALLAWAY GOLF 9/11/15 FOOD SUPPIES CARD CENTER 9/11/15 FOOD SUPPIES 13.82 15.59
41.35
41.35
41.35
2.1 REPAIR
111.81
2.15 EQUIPMENT REPAIR
9/11/15 IRRIGATION REPAIR
9/11/15 IRRIGATION REPAIR
9/11/15 IRRIGATION REPAIR
9/11/15 IRRIGATION REPAIR
9/21/16 IRRIGATION REPAIR
9/23/15 GARY TYSON-GOLF COURSE
9/23/15 GOLF-BATH TISCT
9/23/15 COT 9/11/15 FOOD SUPPIES
9/11/15 EQUIPMENT REPAIR
9/11/15 EQUIPMENT REPAIR 15.59 SAM'S CLUB 21.44 9/23/15 GOLF-FOLGERS 9/23/15 GOLF-FOOD TRAY 8.98 TOTAL: 14,711.49 GENERAL FUND INTERNAL REVENUE SERVICE 9/18/15 SOCIAL SECURITY WITHHOLDIN AMBULANCE 58.69 9/18/15 MEDICARE WITHHOLDING 742.08 9/04/15 PHS EMPLOYEE 9/18/15 PHS EMPLOYEE 2,460.71 COVENTRY HEALTH SYSTEMS 2,411.28 9/04/15 PHS EMP/CHILD
9/04/15 PHS FAMILY #2
9/18/15 PHS FAMILY #2
9/04/15 PHS FAMILY #3
9/18/15 PHS FAMILY #3
9/04/15 PHS EC 3000
9/18/15 PHS EC 3000
9/04/15 PHS FAMILY 3000
9/18/15 PHS FAMILY 3000 46.22 46.22 525.91 554.55 118.07 304.46 295.90 9/04/15 PHS FAMILY 3000 9/18/15 PHS FAMILY 3000 118.07 118.07 9/17/15 Copier Usage - Color 50% 11.20 9/17/15 Copier Usage - BW 50% CENTURY BUSINESS TECHNOLOGIES 479.72 173.50 COLLECTION BUREAU OF KANSAS INC 8/31/15 AUGUST 2015 COLLECTION FEE 9/29/15 SERVICE CONTRACT/MAINT AMB 63.75 91.25 COX BUSINESS SERVICES 9/01/15 Phone Lines - Cox (50%) 9/01/15 Fire Station 2 - Metro E 5 64.79

9/01/15 Fire Station 2 - Phone 50%

9/U1/15 Fire Station 2 - Phone 50% 64.79
NAT'L INSURANCE MARKETING BROKERS LLC 9/18/15 CITY OF JC EMPLOYER PD LIF 244.47

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		SOUTHEASTERN EMERGENCY EQUIPMENT WEX BANK DELTA DENTAL (PAYROLL)	9/08/15	MEDICAL SUPPLIES	100 00
		MEX BANK	9/11/15	AMBIII.ANCE-AUG 2015-FIJEI.	1.175 31
		WHI BINK	9/11/15	AMBULANCE-AUG 2015-FUEL	847.18
		DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	245.68
		BBBIII BBIIIIB (IIIII.OBB)	9/18/15	DELTA DENTAL OF KANSAS	248.98
		KANSAS PUBLIC EMPLOYEES MOORE MEDICAL LLC	9/04/15	DELTA DENTAL OF KANSAS	130.81
			9/18/15	DELTA DENTAL OF KANSAS	128.39
		KANSAS PUBLIC EMPLOYEES	9/18/15	KPERS #1	117.12
			9/18/15	KP&F	11,216.06
			9/18/15	KPERS INSURANCE	12.35
		MOORE MEDICAL LLC	8/28/15	MEDICAL SUPPLIES	802.63
				MEDICAL SUPPLIES	1,329.04
			9/08/15	MEDICAL SUPPLIES	129.00
			9/10/15	MEDICAL SUPPLIES MEDICAL SUPPLIES	189.00
		CARD CENTER	8/31/15		
			8/31/15	AMAZON/WATER FILTERS (FRID QUILL/OFFICE SUPPLIES	67.89
		CARD CENTER	8/31/15	AIRGAS/MEDICAL OXYGEN MASSCO/JANITORIAL SUPPLIES	165.86
			8/31/15	MASSCO/JANITORIAL SUPPLIES	307.52
			8/31/15	OUILL/TASK CHAIRS EMS OFFI	493.92
			8/31/15	AIRGAS/MEDICAL OXYGEN	180.36
			8/31/15	EXTREME/MED UNIT AC WORK	37.50
			8/31/15	EXTREME/MED UNIT AC WORK	77.76
			8/31/15	AIRGAS/MEDICAL OXYGEN EXTREME/MED UNIT AC WORK EXTREME/MED UNIT AC WORK WATERS/HEAT SHRINKING TUBI	4.99
			8/31/15	OREILLY/CAPSULE M4 BARTON/TO WORKSHOP THRUSH KEMSA/EMT PATCHES WITMER/JOB SHIRTS (50%)	13.27
			8/31/15	BARTON/TO WORKSHOP THRUSH	75.00
			8/31/15	KEMSA/EMT PATCHES	111.00
			8/31/15	WITMER/JOB SHIRTS (50%)	1,015.45
			8/31/15	EXTREME/AC WORK M4 EXTREME/AC WORK M4	539.06
			8/31/15	EXTREME/AC WORK M4	229.98
			8/31/15	EXTREME/AC COMPRESSOR M4	1,291.20
			8/31/15	EXTREME/AC COMPRESSOR M4	174.99
			8/31/15	OREILLY/BATTERY M3	99.58
			8/31/15	WATERS/CLOROX	9.98_
				EXTREME/AC COMPRESSOR M4 OREILLY/BATTERY M3 WATERS/CLOROX TOTAL:	30,653.86
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	9/25/15	AUG 2015-ANIMAL SHELTER FE TOTAL:	10,489.66_ 10,489.66
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURY BUSINESS TECHNOLOGIES COX BUSINESS SERVICES CARD CENTER	9/17/15	Copier Usage - Color 34%	52.39
			9/17/15	Copier Usage - BW 34%	10.47
		COX BUSINESS SERVICES	9/01/15	Phone Lines - Cox	45.88
		CARD CENTER	9/14/15	STAPLES-#10 WINDOW ENVELOP	37.32_
				TOTAL:	146.06
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	9/18/15	SOCIAL SECURITY WITHHOLDIN	58.99
			9/18/15	MEDICARE WITHHOLDING	13.80
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	44.06
			9/18/15	PHS EMPLOYEE	44.06
				PHS EMP/CHILD	44.06
				PHS EMP/CHILD	44.06
		CENTURY BUSINESS TECHNOLOGIES	9/17/15	Copier Usage - Color 33%	52.39
				Copier Usage - BW 33%	10.48
		KRISTOFER FINGER		KDOT MEETING -GRANT INFORM	
				SUPERVISOR TRAINING	147.20
		COX BUSINESS SERVICES		Phone Lines - Cox	85.80
		NAT'L INSURANCE MARKETING BROKERS LLC	9/18/15	CITY OF JC EMPLOYER PD LIF	6.89

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CROSS-MIDWEST TIRE	9/28/15	#727 NEW TIRES X5	687.55
		CROSS HIEMBOT TIME	9/28/15	KANSAS NEW IRE TAX	1.25
		CROSS-MIDWEST TIRE WEX BANK DELTA DENTAL (PAYROLL)	9/11/15	ENG-AUG 2015-FUEL	103.77
		DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	11.80
			9/18/15	DELTA DENTAL OF KANSAS	11.80
		KANSAS PUBLIC EMPLOYEES FRED PRYOR SEMINARS CARD CENTER	9/04/15	DELTA DENTAL OF KANSAS	2.99
			9/18/15	DELTA DENTAL OF KANSAS	2.99
		KANSAS PUBLIC EMPLOYEES	9/18/15	KPERS #2	100.04
		EDED DOVOD CEMINADO	9/18/15	KPERS INSURANCE	10.55
		FRED PRIOR SEMINARS	9/01/15	CENDIFC-#10 MINDOM ENVELOD	111.00
		CARD CENTER	0/11/15	CTADIFC-BIHF HIGHITCHTFDC	77.32 1 20
			9/14/15	STAPLES BLOW HIGHLIGHTERS STAPLES-LANYARDS FOR BADGE	6.74
			9/15/15	STAPLES-LANYARDS FOR BADGE WALMART: PENS, DRY ERASER	8.94
			9/15/15	RC HOBBIES: TAPE FOR BOARD	25.77
			9/15/15	RC HOBBIES: TAPE FOR BOARD BOXNSHIP: DOCUMENTS TO LOC	15.37
		T.O.HAAS TIRES	9/28/15	#727 TRUCK BALANCED TIRES	40.00
			9/28/15	CHOD CHIDDITEC	2 7 0
				TOTAL:	1,809.22
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	9/18/15	SOCIAL SECURITY WITHHOLDIN	440.69
			9/18/15	MEDICARE WITHHOLDING PHS EMPLOYEE	103.06
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	352.46
			9/18/15	PHS EMPLOYEE PHS EC 3000 PHS EC 3000 PHS FAMILY 3000	352.46 176.23
			9/04/15	PHS EC 3000	176.23
			9/18/15	PHS EC 3000	176.23
			9/04/15	PHS FAMILY 3000	176.23
		CHAMPIONS CAR AND TRUCK WASH	9/18/15	PHS FAMILY 3000	176.23
		CHAMPIONS CAR AND TRUCK WASH	9/14/15 9/14/15	726	4.44
		CENTURY BUSINESS TECHNOLOGIES	9/17/15	Conier Usage - Color 33%	52 39
		CENTURY BUSINESS TECHNOLOGIES	9/17/15	Copier Usage - BW 33%	10.48
		JIM CLARK AUTO CENTER	9/22/15	CAP FOR TRUCK 728	9.78
		JIM CLARK AUTO CENTER COX BUSINESS SERVICES	9/01/15	Phone Lines - Cox	9.78 72.50
		NAT'L INSURANCE MARKETING BROKERS LLC	9/18/15	CITY OF JC EMPLOYER PD LIF	47.30
		WEX BANK	0/11/15	D c C AIIC 201E DIDT	E 0 4 0 1
		DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	70.77
			9/18/15	DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS	70.77
			9/04/15	DELTA DENTAL OF KANSAS	23.90
			9/18/15	DELTA DENTAL OF KANSAS	23.90
		GEARY COUNTY REGISTER DEEDS	9/29/15	DELTA DENTAL OF KANSAS LIEN RELEASE-09282015- 1405 HALE DR	120.00
		F & R SERVICES	9/14/15	14U5 HALE DK 414 W 13TH CT	77.18 77.18
			0/14/15	130 F 7mu cm	77.10
			9/14/15	414 W 13TH ST 139 E 7TH ST 1228 PERSHING DR	77.18
			9/14/15	2109 KILLDEER RD	77.18
				2125 KILLDEER CT	77.18
				2129 KILLDEER CT	77.18
			9/14/15	2136 KILLDEER CT	77.18
			9/14/15	2106 KILLDEER RD	77.18
			9/14/15	2112 KILLDEER RD	77.18
				2032 SUTTER WOODS RD	77.18
				2018 SUTTER WOODS RD	77.18
				2030 TANAGER CT	77.18
				1821 SUTTER WOODS RD	77.18
1			9/14/15	1811 SUTTER WOODS RD	77.18

DEPARTMENT FUND

VENDOR NAME

PAGE: 10

DATE DESCRIPTION

77.18 77.18 77.18 9/28/15 414 W 13TH ST 9/28/15 813 W 13TH ST 77.18 9/28/15 726 W 14TH ST 9/28/15 730 W 14TH ST 77.18

 9/28/15
 726 W 14TH ST
 77.18

 9/28/15
 730 W 14TH ST
 77.18

 9/28/15
 1624 N JEFFERSON ST
 77.18

 9/28/15
 1634 PATTON AVE
 77.18

 9/28/15
 1206 GRANT AVE
 159.21

AMOUNT

DEPARTMENT FUND

VENDOR NAME

APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 11

DATE DESCRIPTION

9/28/15 1042 GRANT AVE 116.53
9/28/15 315 W 7TH ST 77.18
9/28/15 201 E 14TH ST 77.18
9/28/15 1105 N ADAMS ST 77.18
9/28/15 919 N GARFIELD ST 85.77
9/28/15 1006 NORTHWEST AVE 77.18
9/28/15 520 W 5TH ST 77.18
9/28/15 617 W 5TH ST 77.18
9/28/15 224 S WASHINGTON ST 77.18
9/28/15 BLK1, LT1CHSNGTN ADD #2-S W 1,236.13
9/28/15 1829 CUSTER RD 77.18
9/28/15 1108 MARSHALL CIR 77.18 9/28/15 BLK1, LT1CHSNGTN ADD #2-S W 77.18
9/28/15 305 16TH ST CIR 77.18
9/28/15 1829 CUSTER RD 77.18
9/28/15 1108 MARSHALL CIR 77.18
9/28/15 11092 CUSTER RD 77.18
9/28/15 1902 CUSTER RD 77.18
9/28/15 1348 FOGARTY DR 77.18
9/28/15 1348 FOGARTY DR 77.18
9/28/15 1349 JOHNSON DR 77.18
9/28/15 1807 W 17TH ST 77.18
9/28/15 1929 SADDLE DR 38.59
9/28/15 1911 SADDLE DR 38.59
9/28/15 1911 SADDLE DR 38.59
9/28/15 1911 SADDLE DR 38.59
9/28/15 1841 SADDLE DR 38.59
9/28/15 1841 SADDLE DR 38.59
9/28/15 1815 SADDLE DR 38.59
9/28/15 1816 SADDLE DR 38.59
9/28/15 1818 SADDLE DR 38.59
9/28/15 1818 SADDLE DR 38.59
9/28/15 1840 SADDLE DR 38.59
9/28/15 1830 SADDLE DR 38.59
9/28/15 1810 SADDLE DR 38.59
9/28/15 180 SADDLE DR 38.59

AMOUNT

DEPARTMENT

FUND

VENDOR NAME

APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 12

	1622 LARIAT LN	38.59
9/28/15	1616 LARIAT LN	38.59
9/28/15	1610 LARIAT LN	77.18
9/28/15	1602 LARIAT LN	77.18
9/28/15	1607 LARIAT LN	77.18
9/28/15	1823 BUCKSHOT DR	38.59
	1819 BUCKSHOT DR	38.59
	1815 BUCKSHOT DR	38.59
	1811 BUCKSHOT DR	38.59
	624 W 3RD ST	77.18
	611 W SPRUCE ST	38.59
	610 S WEBSTER	77.18
	1022 CEDAR ST	77.18
	1320 SKYLINE CIR	77.18
	2702 ANDERSON DR	38.59
	240 E 11TH ST	77.18
	1302 MARSHALL CT	38.59
	2324 OSPREY CT	77.18
9/14/15	1204 W 19TH ST	77.18
9/14/15	740 W 8TH ST	77.18
9/14/15	830 W 14TH ST	77.18
9/14/15	1413 WESTWOOD BLVD	77.18
9/14/15	BLK2,LOT1TRKY HLW-PATRIOT	77.18
9/14/15	BLK1,LOT12TRKYHLW-PATRIOT	38.59
9/14/15	BLK1,LOT11TRKYHLW-PATRIOT	38.59
9/14/15	BLK1,LOT10TRKYHLW-PATRIOTD	38.59
	BLK1,LOT9TRKYHLW-PATRIOT D	38.59
9/14/15	BLK1,LOT8TRKYHLW-PATRIOT D	38.59
9/14/15	BLK1,LOT7TRKYHLW-PATRIOT D	38.59
9/14/15	BLK1,LOT6TRKYHLW-PATRIOT D	38.59
	BLK1,LOT5TRKYHLW-PATRIOT D	38.59
9/14/15	BLK1,LOT4TRKYHLW-PATRIOT D	38.59
9/14/15	BLK1,LOT3TRKY HLW-PATRIOT	38.59
	BLK1,LOT2TRKYHLW-PATRIOT D	38.59
	1771 14TH ST PLACE	97.23
	1767 14TH ST PLACE	165.56
	2006 QUAIL RUN	77.18
	2003 BROOKE BEND	38.59
	2314 BROOKE BEND	38.59
	2318 BROOKE BEND	38.59
	2324 BROOKE BEND	38.59
	2313 BROOKE BEND	38.59
	2317 BROOKE BEND	38.59
	2323 BROOKE BEND	38.59
	2329 BROOKE BEND	38.59
	2422 BROOKE BEND	77.18
	2428 BROOKE BEND	38.59
	2434 BROOKE BEND	77.18
	2508 BROOKE BEND	77.18
	2500 BROOKE BEND	77.18
	2614 BROOKE BEND	77.18
	1841 LYDIA LN	77.18
9/14/15		38.59
	1902 LYDIA LN	38.59
	1908 LYDIA LN	38.59
9/14/15		77.18
2/17/13	1011 110111 111	, , . 10

DATE DESCRIPTION

AMOUNT_

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			9/14/15 9/14/15	1830 LYDIA LN 2120 QUAIL RUN 2112 QUAIL RUN 2103 QUAIL RUN 1808 NICOLE LN 2207 DEER TRAIL	77.18 38.59
			9/14/15	2112 QUAIL RUN	77.18 77.18
			9/14/15	2103 QUAIL RUN	77.18
			9/14/15	1808 NICOLE LN	77.18 77.18
			9/14/15	2207 DEER TRAIL	77.18
			9/14/15	2213 DEER TRAIL	38.59
			9/14/15	2219 DEER TRAIL	38.59
			9/14/15	2225 DEER TRAIL	38.59
			9/14/15	2231 DEER TRAIL 2308 DEER TRAIL	38.59 77.18
				1908 KATIE ROSE TRAIL	
				1908 KATIE ROSE TRAIL 1914 KATIE ROSE TRAIL	77.18 38.59
				1934 KATIE ROSE TRAIL	
		INTERNATIONAL CODE COUNCIL, INC		2012 IRC BOOK & TAB COMBO	103.00
		inizidilitioniz obzz coonciz, inc	9/22/15	SHIPPING	14.00
		KANSAS PUBLIC EMPLOYEES	9/18/15	KPERS #1	498.34
			9/18/15	KPERS #1 KPERS #2	123.77
			9/18/15	KPERS #3	121.34
			9/18/15	KPERS #3 KPERS INSURANCE	78.43
		CARD CENTER	9/14/15	KPERS INSURANCE WATERS-KEYS FOR BASEMENT XSTAMPER-COLLECTION&ACCT S	3.98
			9/14/15	XSTAMPER-COLLECTION&ACCT S	178.70
				STAPLES-#10 WINDOW ENVELOP	
				STAPLES-BLUE HIGHLIGHTERS	
				STAPLES-LANYARDS FOR BADGE	
			9/14/15	THE STATION-TIRE REPR TRK ORSCHELN- TOOLS FOR BLIGHT	20.00
		T.O.HAAS TIRES	9/14/13	ORSCHELN- TOOLS FOR BLIGHT COMPUTER BALANCING- TRUCK	40.00
		1.0.HAAS TINES	3/22/13	TOTAL:	18,109.62
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE		SOCIAL SECURITY WITHHOLDIN	
			9/18/15	SOCIAL SECURITY WITHHOLDIN MEDICARE WITHHOLDING	1,054.87
			9/18/15	MEDICARE WITHHOLDING	1,389.81
			9/18/15	MEDICARE WITHHOLDING MEDICARE WITHHOLDING	338.40
		LIBBLOG BEGUNOLOGIBG ING	9/18/15	MEDICARE WITHHOLDING	
		LIFELOC TECHNOLOGIES, INC ADI SYSTEMS INC	9/25/15	20313 / PBT REPAIR	85.27 147.00
		ADI SISIEMS INC			147.00
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	4,196.20
			9/04/15	S23365 TONER CARTRIDGE PHS EMPLOYEE PHS EMPLOYEE	790.71
			9/18/15	PHS EMPLOYEE PHS EMPLOYEE	4,246.08
			9/18/15	PHS EMPLOYEE	766.24
			9/18/15	PHS EMPLOYEE PHS EMPLOYEE	10.24
				PHS FAMILY	176.23
				PHS FAMILY	176.23
				PHS FAMILY #2	694.35
				PHS FAMILY #2	144.87
				PHS FAMILY #2 PHS FAMILY #2	30.00
					724.35 144.87
				PHS FAMILY #2 PHS FAMILY #3	308.40
				PHS FAMILY #3	44.06
				PHS FAMILY #3	308.40
				PHS FAMILY #3	44.06
i			2,20,10		11.00

FUND

DEPARTMENT

PAGE: 14

VENDOR NAME BUD'S WRECKER SERVICE CDW GOVERNMENT INC CENTURY BUSINESS TECHNOLOGIES STAPLES ADVANTAGE U.S. CELLULAR CONTINENTAL PROFESSIONAL LANDRY	DATE	DESCRIPTION	AMOUNT_
	9/04/15	PHS EC 3000	432.29
	9/04/15	PHS EC 3000	264.34
	9/04/15	PHS EC 3000	8.29
	9/18/15	PHS EC 3000	440.58
	9/18/15	PHS EC 3000	264.34
BUD'S WRECKER SERVICE	9/25/15	69612 TOWING FEES #15-0884	65.00
CDW GOVERNMENT INC	9/15/15	UPS System - 2 ea	2,044.76
CENTURE DUSINESS LECTROLOGIES	0/15/15	2277212752 MADIEWADE	11.32
II S CELLIILAR	9/21/15	100197260 DATA PLANS	35 96
CONTINENTAL PROFESSIONAL LANDRY	9/16/15	122294 UNIFORM CLEANING	14.80
	9/16/15	122295 UNIFORM CLEANING	20.35
	9/16/15	122296 UNIFORM CLEANING 122297 UNIFORM CLEANING	44.40
	9/16/15	122297 UNIFORM CLEANING	18.50
	9/28/15	122301 UNIFORM CLEANING 122303 UNIFORM CLEANING	22.20
	9/28/15	122303 UNIFORM CLEANING	18.50
	9/16/15	122305 UNIFORM CLEANING	61.05
	9/18/15	122307 UNIFORM CLEANING 122311 UNIFORM CLEANING	3.70
	9/18/15	122311 UNIFORM CLEANING	53.65
	9/25/15	122328 UNIFORM CLEANING 122329 UNIFORM CLEANING	14.80 22.20
	9/25/15	122329 UNIFORM CLEANING	53.65
	9/25/15	122333 UNIFORM CLEANING 122345 UNIFORM CLEANING	11.10
KA-COMM	9/28/15	133379 DATA BACKBONE SYSTE	150.00
	9/28/15	133379 DATA BACKBONE SYSTE 133379 DATA BACKBONE SYSTE	150.00
	9/28/15	133392 CHARGER SHELVES	312.50
	9/28/15	133392 CHARGER SHELVES 133393 LIGHT BAR DOMES #22	82.50
	9/28/15	133394 LIGHTBAR DOMES #208	82.50
	9/28/15	133395 LIGHTBAR DOMES #204 133396 LIGHTBAR DOMES #206	82.50
	9/28/15	133396 LIGHTBAR DOMES #206	82.50
	9/28/15	133493 CAMERA #210 133495 SET UP #250	82.50
	9/28/15	133495 SET UP #250	4,637.74
	9/29/15	SERVICE CONTRACT/MAINT POL	188.50
COX BUSINESS SERVICES NAT'L INSURANCE MARKETING BROKERS LLC	9/29/13	DD TNTERNET CONNECTION	100.30
OON BOOTNEOD DERVIOLE	9/01/15	City - Fiber Internet	3.000.00
NAT'L INSURANCE MARKETING BROKERS LLC	9/18/15	CITY OF JC EMPLOYER PD LIF	494.46
	9/18/15	CITY OF JC EMPLOYER PD LIF	138.05
	9/18/15	CITY OF JC EMPLOYER PD LIF CITY OF JC EMPLOYER PD LIF	0.60
AT&T NATIONAL COMPLIANCE CENTER	9/25/15	201139 PHONE PING #15-9107 201742 PHONE PING #15-9107	125.00
WEX BANK DELTA DENTAL (PAYROLL)	9/25/15	201742 PHONE PING #15-9107	225.00
WEX BANK	9/11/15	POLICE-AUG 2015-FUEL	7,231.18 565.68
DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	565.68
	9/04/15	DELTA DENTAL OF KANSAS	110.88
	0/10/15	POLICE-AUG 2015-FUEL DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS	6.38 577 03
		DELTA DENTAL OF KANSAS	108.03
		DELTA DENTAL OF KANSAS DELTA DENTAL OF KANSAS	259.72
		DELTA DENTAL OF KANSAS	80.50
		DELTA DENTAL OF KANSAS	6.33
		DELTA DENTAL OF KANSAS	265.59
	9/18/15	DELTA DENTAL OF KANSAS	92.22
		DELTA DENTAL OF KANSAS	0.69
ARMSCOR CARTRIDGE INC		AMMUNITION	3,450.00
FEDEX		514790129 EVIDENCE SHIPPIN	61.39
GEARY COUNTY SHERIFF	9/14/15	JAIL EXPENSE AUGUST 2015	28,750.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
					_
		WESTAR ENERGY	9/23/15	239 E 9TH-AIIG 2015	24 32
		WESTAR ENERGY KANSAS PUBLIC EMPLOYEES	9/18/15	56023 TOWING FEES #223 239 E 9TH-AUG 2015 KPERS #1	662.37
				KPERS #1	560.43
			9/18/15	KP&F	560.43 19,626.98
			9/18/15	KP&F KP&F KPERS #2	1,750.87
			9/18/15	KP&F	28.94
			9/18/15	KPERS #2	305.94
			9/18/15	KPERS #2 KPERS #3 KPERS INSURANCE KPERS INSURANCE	556.75
			9/18/15	KPERS #3	424.13
			9/18/15	KPERS INSURANCE	119.83
			9/18/15	KPERS INSURANCE	162.57
		LEAGUE OF KANSAS MUNICIPALITIES NEX-TECH		JCPD LAB PHONE	339.00
		NEA-1ECH		DISPATCH ANALOG CARD	
			9/21/15	DISPATCH ANALOG CARD	611.00- 859.00
				LABOR JCPD	147.00
			9/21/15	GESO PHONE EQUIPMENT GESO 60 BUTTON DSS PHONE	9,275.00
			9/21/15	GESO 60 BUTTON DSS PHONE	330.00
		THE PRINTERY	9/25/15	25158 BUSINESS CARDS #78	147.00 45.00
		RAM EXTERMINATORS, LLC	9/21/15	86065 PD MICE CONTROL	50.00
		CARD CENTER	9/11/15	LABOR GESO 25158 BUSINESS CARDS #78 86065 PD MICE CONTROL 153194 BURNETT-ALIGNMENT # SCHRAM-STEERING/TIRE ROTAT	84.19
			3/11/10	DOMESTI DIDDICINO, IIIC ICIIII	0,.12
			9/11/15	BOX&SHIP-SHIPPING PBT	6.20
			9/11/15	VERIZON-PHONE CASE #10	49.99 99.29
			9/11/15	OPS GEAR-MOLLE VEST #758	10.00
			9/11/15	230732 SMART SCOUTER-DATA VERIZON-PHONE CASE #90	12.00 54.86
				0871PRAETORIAN/POLICE1ACAD	
				4654805 TELVENT WEATHER RA	158.00
				25556 B&K-COFFEE, CREAMER	
			9/11/15	PTOUCH-LABEL TAPE	52.64
			9/11/15	41615 CONCEPTS-FILE FLDER INTOUCH-GPS VEHICLE TRACKI	219.21
			9/11/15	GEARY CO TREAS-VEHICLE TAG	52.28
			9/11/15	3931473 GALLS-UNIFORM PANT	48.94
			9/11/15	3931473 GALLS-UNIFORM PANT ORSCHELNS-CRATES, LEADS ORSCHELNS-CRATE EXCHANGE	365.95
			9/11/15	ORSCHELNS-CRATE EXCHANGE WATERS-EXTENSION CORD	14.00
				WATERS-PADLOCKS WALMART-BATTERIES	32.87 49.15
				DILLONS-WATER	9.84
				WALMART - FRAMES	16.60
			9/11/15	MENARDS LADDER	174.99
				PROF ALT-SLEEVES #910	20.00
			9/11/15	PROF ALT-PANTS/SHIRTS #78	35.00
				PROF ALT-PANT/SHIRTS #45	19.00
			-, , -	51753 JIMCLARK-MODULE KIT	298.42
				24307 JIMCLARK-FUEL PMP/TX	84.75
				MIDLAND HRDWR-DIECAST NUMB	103.95
			-, , -	19536 JIMCLARK-KEY #225	22.37
				WATERS-KEY RACK	8.99
				1407550RAP-WIPER BLADES #2 1437810RAP-MICROV BELT #22	27.06 31.10
			-, , -	1437810RAP-MICKOV BELT #22 1407260RAP-WIPER BLADES	27.06
			J/ ±±/ ±J	110,2001dit WITEN DUADED	27.00

WEX BANK

DELTA DENTAL (PAYROLL)

KANSAS PUBLIC EMPLOYEES

91.25 64.79 294.28

864.34

226.12

222.82

191.84

194.26

14,326.86

57.69

9/11/15 FIRE-AUG 2015-FUEL

9/04/15 DELTA DENTAL OF KANSAS

9/18/15 DELTA DENTAL OF KANSAS

9/04/15 DELTA DENTAL OF KANSAS

9/18/15 DELTA DENTAL OF KANSAS

9/18/15 KPERS #1

9/18/15 KP&F

9/11/15 FIRE-AUG 2015-FUEL

09-30-2015 09:20	AM	APPROPRIATIONSSEPT 9 2015-SEPT	29 2015-CS	PAGE:	17
DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		MIKE'S FIRE EXT. SALES CARD CENTER	9/18/15	KPERS INSURANCE	6.09
		MIKE'S FIRE EXT. SALES	9/18/15	RECHARGE EXTINGUISHER	50.50
		CARD CENTER	8/31/15	DRIVERSLICENSE/CLASS B CAR	35.88
			8/31/15	CONRAD/BAUER COMP FILTERS	244 90
			8/31/15	CONRAD/BAILER COMP OIL	68.25
			8/31/15	CONRAD/BAUER COMP OIL WATERS/HOSE MENDER	1.99
			9/31/15	WAINADT/CAD WAGH	31 04
			8/31/15	WALMART/CAR WASH WALMART/JANITORIAL SUPPLIE	50 54
			0/31/15	OUTTI /OFFICE CURRITED	60.12
			0/31/13	QUILL/OFFICE SUPPLIES QUILL/OFFICE SUPPLIES	6.72
			0/31/13	MEDIC/AA & 9 VOLT BATTERIE	1/1 10
			0/31/15	MASSCO/JANITORIAL SUPPLIES	01 10
			8/31/15	MASSCO/JANITORIAL SUPPLIES	81.12 359.99
			0/31/15	WAYFAIR/TABLE & CHAIRS WATERS/SPRAYER E20 SEARS/RATCHET, LIGHT WITMER/JOB SHIRTS (50%) DRIVERSLICENSE/CLASS B BOG DRIVERSLICENSE/CLASS B YOR DRIVERSLICENSE/CLASS B HAS	339.99
			0/31/15	WATERS/SPRAIER EZU	24.99
			8/31/15	SEARS/RATCHET, LIGHT	52.98
			8/31/15	WITMER/JOB SHIRTS (50%)	1,015.44
			8/31/15	DRIVERSLICENSE/CLASS B BOG	35.88
			8/31/15	DRIVERSLICENSE/CLASS B YOR	35.88
			8/31/15	DRIVERSLICENSE/CLASS B HAS	35.88
			8/31/15	DRIVERSLICENSE/CLASS B RAY	33.88
			8/31/15	DRIVERSLICENSE/CLASS B MEL DILLONS/WATER	35.88
			8/31/15	DILLONS/WATER	7.79
			8/31/15	WATERS/GARDEN HOSE, NOZZLE WALMART/JANITORIAL SUPPLIE	27.98
			8/31/15	WALMART/JANITORIAL SUPPLIE	78.78
			8/31/15	WALMART/OFFICE SUPPLIES	5.82
			8/31/15	FOLEY/AC WORK E20	162.63
			8/31/15	WALMART/OFFICE SUPPLIES FOLEY/AC WORK E20 FOLEY/AC WORK E20	1,110.64
			8/31/15	DXPE/CALIBRATION GAS WATERS/APPLIANCE BULB	175.00
			8/31/15	WATERS/APPLIANCE BULB	2.99
			8/31/15	OREILLY/SEALING TAPE MILLESONS/LED KIT E20	3.59
			8/31/15	MILLESONS/LED KIT E20	41.04
			8/31/15	PROF/ALTER PANTS	7.00
			8/31/15	PROF/ALTER PANTS OREILLY/DEGREASER BULBS, FD #1 BULB, FD #1 URINAL KIT, FD #1 VACANCY SENSOR, FD #1 BULBS FD #1	6.99
			9/11/15	BULBS, FD #1	35.95
			9/11/15	BULB, FD #1	5.99
			9/11/15	URINAL KIT, FD #1	17.50
			9/11/15	VACANCY SENSOR, FD #1	74.97
			9/11/15	BULBS FD #1	5.99
		SAM'S CLUB	9/23/15	RICK ROOK-FIRE DEPT	47.50
		THERMAL COMFORT AIR, INC	8/17/15	REPAIR A/C - STN 1 SLEEPIN	180.00
		SAM'S CLUB THERMAL COMFORT AIR, INC	8/17/15	REPAIR A/C - STN 1 SLEEPIN	25.12
			0, 1, 10	REPAIR A/C - STN 1 SLEEPIN TOTAL:	31,492.35
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	9/18/15	SOCIAL SECURITY WITHHOLDIN	748.94
				MEDICARE WITHHOLDING	175.16
		BAYER CONSTRUCTION CO.	9/11/15	12.25 TONS OF ASPHALT	721.57
			9/28/15	MILL & OVERLAY	422,148.15
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	793.03
				PHS EMPLOYEE	793.04
				PHS EMP/SPOUSE	176.23
				PHS EMP/SPOUSE	176.23
				PHS FAMILY #2	50.70
			-, -, -	PHS FAMILY #2	50.70
			-, -, -	PHS FAMILY #3	61.68
1				PHS FAMILY #3	61.68
1		FOLEY EQUIPMENT		ASPHALT ROLLER	2,325.00
4		ronni năoirunui	J/22/1J	110111111111111111111111111111111111111	2,323.00

DEPARTMENT

FUND

PAGE: 18

VENDOR NAME CENTURY BUSINESS TECHNOLOGIES JIM CLARK AUTO CENTER SHILLING ASPHALT INC MIDWEST CONCRETE MATERIALS SUMMIT TRUCK GROUP CENTRAL POWER SYSTEMS & SERVICES COX BUSINESS SERVICES MOTION INDUSTRIES INC NAT'L INSURANCE MARKETING BROKERS LLC CROSS-MIDWEST TIRE DS&O BURAL ELECTRIC	DATE	DESCRIPTION	AMOUNT_
	9/22/15	ASPHALT ROLLER	325.00
	9/22/15	ASPHALT ROLLER	4.49
CENTURY BUSINESS TECHNOLOGIES	9/22/15	Copier - PW	8.75
	9/22/15	Copier - PW Overage Charge	4.84
	9/22/15	Copier - PW	17.50
JIM CLARK AUTO CENTER	8/26/15	48PS BATTERY TRK #644	231.58
	9/14/15	WINDOW	298.18
	9/15/15	WINDOW	490.88
SHILLING ASPHALT INC	8/29/15	6.5 TONS OF ASPHALT	357.50
MIDWEST CONCRETE MATERIALS	9/02/15	1 CY CONCRETE-5TH/WEB	171.00
SUMMIT TRUCK GROUP	9/22/15	STOCK FLEET FLUID	39.83
	9/22/15	VALVE ASSY/SNSR ICP - #687	700.37
	9/22/15	SENSOR INJ - #687	290.82
	9/17/15	ALTNATOR	93.49
CENTRAL POWER SYSTEMS & SERVICES	9/17/15	HP ALTERNA	113.85
	9/18/15	AIR PANEL - STOCK	39.71
	9/21/15	BLOCK HEATER - #689	82.79
COV DUCTNESS SEDUTOES	9/21/15	VLV, THRTLE - #426-AIR COMP	27.21
CON BOSINESS SERVICES	9/01/15	Public Works - Metro E - 2	43.03
MODION INDUCADIES INS	0/01/15	Public works - Telephone -	200.11
MOTION INDUSTRIES INC	9/23/13	TOTIET CENT COVED DISDENSE	12 08
NAT'I THEIDANCE MADEETING BOOKEDS IIC	0/10/15	CITY OF IC EMPLOYED DO ITE	56 64
CROSS-MIDWEST TIRE	9/14/15	TIRES 2015	796 00
CROSS HIBWEST TIME	9/14/15	TIRES 2015	440 00
	9/14/15	REFURBISHED WHEEL W/ZINC	70.00
DS&O RURAL ELECTRIC	9/23/15	1807 LYDIA LN-WARNING SIRE	51.51
MOTION INDUSTRIES INC NAT'L INSURANCE MARKETING BROKERS LLC CROSS-MIDWEST TIRE DS&O RURAL ELECTRIC CLASS C SOLUTIONS GROUP DAVE'S ELECTRIC, INC. WEX BANK	9/23/15	REFURBISHED WHEEL W/ZINC 1807 LYDIA IN-WARNING SIRE QUINTON POINT SIREN	34.39
	9/23/15	LIGHTS AT HUNTERS RIDGE	554.66
	9/23/15	LIGHTS AT HARGRAVES #2	61.69
	9/23/15	LIGHTS AT INDIAN RIDGE/J.C	39.90
	9/23/15	LIGHTS AT HARGRAVES#5	123.38
	9/23/15	LIGHTS AT OLIVIA FARMS	45.94
	9/23/15	LIGHTS AT SUTTERWOODS	308.44
	9/23/15	LIGHTS AT SUTTER HIGHLANDS	246.75
	9/23/15	LIGHTS AT MANN'S RANCH	74.03
	9/23/15	LIGHTS AT HARGRAVES #4	11.75
	9/23/15	LIGHTS AT HARGRAVES #1	23.50
	9/23/15	LIGHTS AT HILLTOP #5	7.75
	9/23/15	LIGHTS AT HARGRAVES #3	35.25
	9/23/15	LIGHTS AT RUSSUEL JOHNSON	26.25
CLACC C COLUMNOMIC CDOUD	9/23/15	LIGHTS ALONG SVR	234.41
CLASS C SOLUTIONS GROUP	9/09/13	FLEET SHOP PIECES	288.37
DAVE'S ELECTRIC, INC.	0/11/15	E CHESTNUT LIGHT POLE WORK	939.00
WEA DAIN	9/11/13	STREET-AUG2013-FUEL STREET-AUG2015-FUEL	448.33
DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	31.85
DEBIN DENINE (INTRODE)		DELTA DENTAL OF KANSAS	31.85
		DELTA DENTAL OF KANSAS	57.95
		DELTA DENTAL OF KANSAS	57.96
CINTAS CORPORATION	- , - , -	MED CABINET STOCKING	13.87
F & R SERVICES		1701 N ADAMS- DRAIN	27.56
		BEL AIR & FOGARTY (DEAD EN	0.00
		8TH ST AT GARFIELD DITCH	11.03
	9/28/15	ANNEX PARKING LOT BEHIND D	16.54
	0/20/15	COMMONIMENTAL DOTTE DOM	27 56

9/28/15 COMMONWEALTH DRIVE ROW

27.56

FUND

DEPARTMENT

VENDOR NAME

APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 19

DATE DESCRIPTION

9/28/15	GRANT AVE ISLAND	165.38
9/28/15	GRANT AVE FRONTAGE RDS	44.10
	MONROE ST DRAINS	16.54
	WESTWOOD BLVD-ISLANDS	165.38
	BRIDGE GUARDRAIL-EISEN & 1	
	E 11TH/210 E 11TH	33.08
	436 W 11TH ST	33.08
9/28/15	EAST 10TH ST PROPERTY	110.25
9/28/15	ELM DALE ROAD ROW	82.69
	CHESTNUT&I-70 RAMPS	694.58
	HWY 57 R/W & ISLANDS	1,102.50
	AREA IN FRONT OF CRACKER B	
	RUCKER ROAD	551.25
	K-18 -RR TO STONE RIDGE	105.00
	LAWNDALE WATER AREA	0.00
	MOSS CIRCLE ISLAND	11.03
9/28/15	GRANT AVE RIVER PARK AREA	165.38
9/28/15	514 W 14TH ST	33.08
9/28/15	516 W 14TH ST	33.08
	1008 W 14TH ST	33.08
	600 BLOCK E 7TH ST-ROW	16.54
	603 SKYLINE DRIVE	11.03
	714 SKYLINE DRIVE	11.03
	GOLDENBELT BLVD-ROW	330.75
9/28/15	ASH ST(600 BLK-HGLND CEMET	16.54
9/28/15	ASH ST(600 BLK-HGLND CEMET DITCH BTWN 100 BLK EVINE&E EAST 6TH ST PARKING LOT	16.54
9/28/15	EAST 6TH ST PARKING LOT	16.54
9/28/15	EAST 6TH ST ROW	551.25
	E CHESTNUT-ROW @ UPRR TRAC	55.13
	FIRE STATION #2 - INCLDE F	115.50
	LACY DRIVE	110.25
	MEADOW LANE ROW	16.54
	ST MARYS ROAD ROW (CHURCH)	33.08
	VACANT DRAINAGE DITCH-RILE	16.54
	INDUSTRIAL PARK ROW	55.13
	E ASH ST UPRR TRCKS(ELKS-E	147.00
9/28/15	SVR ROW (FIRE STATION 2 SI	82.69
9/28/15	SVR ADDITION ISLANDS	88.20
9/28/15	STRAUSS BLVD ISLANDS & R/W	330.75
9/28/15	I 70 ROW - S WASHINGTON	661.50
	SOUTH JACKSON ST DRAINAGE	
9/28/15	ASH ST FROM CHESTNUT SOUTH	253.58
9/28/15	136 E 3RD	33.08
	225 E 3RD	33.08
	6TH ST UNDERPASS	110.25
	SANDUSKY ROW	82.69
9/28/15	THE BLUFFS AREA	110.25
9/28/15	TOM NEAL INDUSTRIAL PARK A	275.63
9/28/15	SOUTHWIND/KJCK EAST TO TOW	165.38
9/28/15	CHADWICK COURT PROPERTY	16.54
	HOLLY LANE ISLAND	16.54
	SVR-R/W - K-18 TO RR	551.25
	JUPITER	0.00
	ENTRANCE TO SUTTERWOODS @	66.15
	GRANT AVE ISLANDS	165.38
	WESTWOOD BLVD ISLANDS	165.38
J/20/13	MINITEL MAND TOTAM	100.38

AMOUNT_

DEPARTMENT FUND

VENDOR NAME

EPT 9 2015-SEPT 29 2015-CS PAGE: 20

DATE DESCRIPTION

9/28/	5 1701 N ADAMS- DRAIN	27.56
9/28/	5 BEL AIR & FOGARTY (DEAD EN	16.54
9/28/	5 8TH ST AT GARFIELD DITCH	11.03
9/28/	5 ANNEX PARKING LOT BEHIND D	16.54
9/28/	5 COMMONWEALTH DRIVE ROW	27.56
9/28/	5 GRANT AVE ISLAND	165.38
9/28/	5 GRANT AVE FRONTAGE RDS	44.10
9/28/	5 MONROE ST DRAINS	16.54
9/28/	5 WESTWOOD BLVD-ISLANDS	165.38
9/28/	5 BRIDGE GUARDRAIL-EISEN & 1	11.03
9/28/	5 E 11TH/210 E 11TH	33.08
9/28/	5 436 W 11TH ST	33.08
9/28/	5 EAST 10TH ST PROPERTY	110.25
9/28/	5 ELM DALE ROAD ROW	82.69
9/28/	5 CHESTNUT&I-70 RAMPS	694.58
9/28/	5 HWY 57 R/W & ISLANDS	1,102.50
	5 AREA IN FRONT OF CRACKER B	77.18
	5 RUCKER ROAD	551.25
	5 K-18 -RR TO STONE RIDGE	105.00
	5 LAWNDALE WATER AREA	44.10
	5 MOSS CIRCLE ISLAND	11.03
	5 GRANT AVE RIVER PARK AREA	165.38
	5 514 W 14TH ST	33.08
	5 516 W 14TH ST	33.08
	5 1008 W 14TH ST	33.08
	5 600 BLOCK E 7TH ST-ROW	16.54
1, 1,	.5 603 SKYLINE DRIVE	11.03
	5 714 SKYLINE DRIVE	11.03
	5 GOLDENBELT BLVD-ROW	330.75
	.5 ASH ST(600 BLK-HGLND CEMET	16.54
	.5 DITCH BTWN 100 BLK EVINE&E .5 EAST 6TH ST PARKING LOT	16.54 16.54
	5 EAST 6TH ST ROW 5 E CHESTNUT-ROW @ UPRR TRAC	551.25 55.13
	5 FIRE STATION #2 - INCLDE F	115.50
	.5 LACY DRIVE	110.25
	.5 MEADOW LANE ROW	16.54
	5 ST MARYS ROAD ROW(CHURCH)	33.08
	5 VACANT DRAINAGE DITCH-RILE	16.54
	5 INDUSTRIAL PARK ROW	55.13
	5 E ASH ST UPRR TRCKS(ELKS-E	147.00
	5 SVR ROW (FIRE STATION 2 SI	82.69
	5 SVR ADDITION ISLANDS	88.20
9/28/	.5 STRAUSS BLVD ISLANDS & R/W	330.75
	5 I 70 ROW - S WASHINGTON	661.50
	5 SOUTH JACKSON ST DRAINAGE	33.08
9/28/	5 ASH ST FROM CHESTNUT SOUTH	253.58
9/28/	5 136 E 3RD	33.08
	.5 225 E 3RD	33.08
9/28/	5 6TH ST UNDERPASS	110.25
9/28/	5 SANDUSKY ROW	82.69
9/28/	5 THE BLUFFS AREA	110.25
9/28/	5 TOM NEAL INDUSTRIAL PARK A	275.63
9/28/	5 SOUTHWIND/KJCK EAST TO TOW	165.38
9/28/	5 CHADWICK COURT PROPERTY	16.54
9/28/	5 HOLLY LANE ISLAND	16.54

AMOUNT_

DEPARTMENT FUND

APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 21

GADES SALES CO. J & K CONTRACTING L.C. INTERSTATE GLASS CO. JOHNSON LANDSCAPING KANSAS GAS SERVICE KANSAS PUBLIC EMPLOYEES KAW VALLEY ENGINEERING, INC NAPA AUTO PARTS OF J.C. CRAFCO, INC. CARD CENTER	DATE	DESCRIPTION	AMOUNT_
	9/28/15	SVR-R/W - K-18 TO RR	551.25
	9/28/15	JUPITER	0.00
	9/28/15	ENTRANCE TO SUTTERWOODS @	66.15
	9/28/15	GRANT AVE ISLANDS	165.38
	9/28/15	WESTWOOD BLVD ISLANDS	165.38
GADES SALES CO.	9/21/15	TRAFFIC CONTROLLER	2,481.39
	9/21/15	LIGHTNING ARRESTOR	77.57
J & K CONTRACTING L.C.	9/21/15	SPRING VALLEY-EXCAVIE SIL-	850.00
INTERSTATE GLASS CO.	9/1//15	#644 GLASS	225.00
NAMENG CAS SEDVICE	0/23/13	#00/ SANDBLASI #00/ SANDBLASI	2,900.00
KVNGVG DIBLIC EMDIOALEG	0/10/15	KDEDG #1	7/ 88
NANDAD TODDIC EMIDOTEED	9/18/15	KPERS #2	745.52
	9/18/15	KPERS #3	261.77
	9/18/15	KPERS INSURANCE	114.14
KAW VALLEY ENGINEERING, INC	9/28/15	MILL & OVERLAY	5,187.00
	9/28/15	CONCRETE	3,530.00
NAPA AUTO PARTS OF J.C.	9/03/15	CHAIN OIL	26.93
CRAFCO, INC.	6/12/15	WHITE PAINT GALLON	7,630.40
	6/12/15	YELLOW PAINT GALLON	602.40
	8/27/15	PAINT GUN PARTS	278.92
CARD CENTER	9/10/15	BLADES	463.68
	9/10/15	BLADES	463.68
	9/10/15	BRAKE RECERT	/1.00
	9/10/15	PHONE ACCESSORY	19.23
	9/10/13	INTEORMS	210 28
	9/10/15	DINE CAULK MISC BOLTS	121 34
	9/10/15	PIPE, CLAMP, CAP	14.92
	9/10/15	RENTAL - CONCRETE SAW	75.13
	9/10/15	SHOP VAC, BRUSH	44.36
	9/10/15	BLADE	80.99
	9/10/15	WEED CONTROL	134.00
	9/10/15	DEPOSIT - CONCRETE SAW	20.00-
	9/10/15	RENTAL - CONCRETE SAW	111.25
	9/10/15	PINE, BLADE, ROOFING NAIL	133.98
	9/10/15	RENTAL - CONCRETE SAW	115.63
	9/10/15	SAW BLADE	161.98
	9/10/15	DEPOSIT - CONCRETE SAW	20.00-
	9/10/15	DEPOSIT - CONCRETE SAW RENTAL - CONCRETE SAW PINE, BLADE, ROOFING NAIL RENTAL - CONCRETE SAW SAW BLADE DEPOSIT - CONCRETE SAW RENTAL - CONCRETE SAW TOLL TO TRAINING TOLL FROM TRAINING RENTAL - MINI EXCAVATOR WOOD - TRAFFIC PAINT DEPOSIT - MINI EXCAVATOR METAL HALIDE LAMP	1 10
	9/10/15	TOLL FROM TRAINING	1.10
	9/10/15	RENTAL - MINI EXCAVATOR	296.88
	9/10/15	WOOD - TRAFFIC PAINT	46.00
	9/10/15	DEPOSIT - MINI EXCAVATOR	100.00-
	9/10/15	METAL HALIDE LAMP	19.61
		14" BLADE	183.00
		ORANGE REEL	10.98
	9/10/15		16.99
		BOLTS, SCREWS, BLADE FUSE	21.69
		URINAL SCREENS	69.46
		BINDERS	11.11
		GLOVES & LYSOL CLEANING SUPPLIES	14.81 57.04
		HEADPHONES	3.90
		ROOF SEALANT	8.41
	., ,==		

DEPARTMENT	FUND	VENDOR NAME		DATE	DESCRIPTION	AMOUNT_
		CINTAS #451		9/08/15	WKLY MATS AND TOWELS WKLY MATS AND TOWELS WKLY MATS AND TOWELS	31.34
				9/15/15	WKLY MATS AND TOWELS	31.34
				9/22/15	WKLY MATS AND TOWELS	24.74
		VICTOR L PHILLIPS CO		9/14/15	BACKHOE PARTS	2,356.76
				9/14/15	BACKHOE PARTS	109.81
		WHITE STAR		9/02/15	PLUG, FILTER KIT, ROPE, SERVI	61.89
		m 0 11330 mtpm0		9/02/15	PLUG, FILTER KIT, ROPE, SERV	61.89
		T.O.HAAS TIRES		9/1//13	WKLY MATS AND TOWELS BACKHOE PARTS BACKHOE PARTS PLUG, FILTER KIT, ROPE, SERVI PLUG, FILTER KIT, ROPE, SERV COMP. BALANCING - #724 TOTAL:	40.00_ 485,983.08
COURT	GENERAL FUND				SOCIAL SECURITY WITHHOLDIN	
000111	021121212 1 0113	THIERING REVERGE DER	. 102	9/18/15	SOCIAL SECURITY WITHHOLDIN	222.99
				9/18/15	SOCIAL SECURITY WITHHOLDIN MEDICARE WITHHOLDING	
				9/18/15	MEDICARE WITHHOLDING	52.15
		COVENTRY HEALTH SYST	EMS	9/04/15	PHS EMPLOYEE	352.46
				9/18/15	MEDICARE WITHHOLDING MEDICARE WITHHOLDING PHS EMPLOYEE PHS EMPLOYEE Copier Usage - Color Copier Usage - BW PAYMENT EVERY TWO WEEKS Phone Lines - Cox LUCAS CLAY 15-08886 CITY OF JC EMPLOYER PD LIF	352.46
		CENTURY BUSINESS TEC	HNOLOGIES	9/17/15	Copier Usage - Color	68.53
				9/17/15	Copier Usage - BW	15.35
		JOSHUA DOUGLASS		9/28/15	PAYMENT EVERY TWO WEEKS	2,500.00
		COX BUSINESS SERVICES	S	9/01/15	Phone Lines - Cox	114.19
		BLAKE ROBINSON ATTOR	NEY AT LAW	9/03/15	LUCAS CLAY 15-08886	250.00
		NAT'L INSURANCE MARK	ETING BROKERS LLC	9/18/15	CITY OF JC EMPLOYER PD LIF	36.44
		OMOREN DIATNO EMEDO	DUMA DITA	9/18/15	CITY OF JC EMPLOYER PD LIF PRISONER STILL, RODNEY	17.89
		SMOKEY PLAINS EMERG	PHYS, PLLC	8/10/15	PRISONER STILL, RODNEY	112.76
				8/10/15	PRISONER TAYLOR, BLAKE	25.27
				8/20/15	DRINGONER CARPENTER SABRI	105.83
		DELTA DENTAL (PAYROL:	Τ.)	9/04/15	PRISONER CARPENTER, SABRIN PRINSONER CARPENTER, SABRI DELTA DENTAL OF KANSAS	47 18
				0/01/15	DETEN DENENT OF ENGLOSE	11 02
				9/18/15	DELTA DENTAL OF KANSAS PRISONER CARPENTER, SABRIN PRISONER CARPENTER, SABRIN	47.18
				9/18/15	DELTA DENTAL OF KANSAS	44.82
				9/04/15	DELTA DENTAL OF KANSAS	23.90
				9/18/15	DELTA DENTAL OF KANSAS	23.90
		GEARY COMMUNITY HOSP:	ITAL	8/20/15	PRISONER CARPENTER, SABRIN	266.84
				8/20/15	PRISONER CARPENTER, SABRIN	120.27
		SECURITY SOLUTIONS I	NC	9/23/15	ALARM-COURT-700 N JEFFERSO CITY PROSECUTOR OFFICE SUP TONER FOR CITY PROSECUTOR	35.00
		KEY OFFICE EQUIPMENT		8/25/15	CITY PROSECUTOR OFFICE SUP	177.89
				9/01/15	TONER FOR CITY PROSECUTOR	68.99
		MANCAC CAC CEDITICE		9/1//15	701 N TEFFEDON AUG 2015	4/.//
		NAME OF SERVICE	R IP C	0/10/15	COURT OFFICE SUPPLIES 701 N JEFFERSON-AUG 2015 KPERS #1 KPERS #1 KPERS #2	501.21
		KANSAS PUBLIC EMPLOII	FES	9/18/15	KDEDG #1	393.76 111 79
				9/18/15	KPERS #2	211.46
				9/18/15	KPERS INSURANCE	62.63
				9/18/15	KPERS INSURANCE KPERS INSURANCE	34.09
		INCODE			Reciept Printer - 3 ea	3,150.00
				8/28/15	Mag Stripe Reader - 3 ea	255.00
					Web - Court Inquiry	100.00
		CARD CENTER			TV HDMI Extenders 3 ea	121.42
					TV HDMI 4 Port Extender	272.31
		CINTAS #451		9/03/15	MUNICIPAL COURT MATS	27.36
					MATS FOR MUNICIPAL COURT	27.36
		WEST PAYMENT CENTER			AUG 1 2015-AUG 31 2015	227.67
					Bond Refund:15-09430 -01	200.00
					Bond Refund:15-08146 -01	250.00
		ARIO.	LA-MURGUIA, JOSE	5/22/15	Bond Refund:15-09321 -01	295.00

APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 24

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KANSAS STATE TREASURER	9/08/15	SERIES 2015A, SEPT 10 2015- TOTAL:	2,830.00_ 44,227.97
NON-DEPARTMENTAL	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	9/18/15 9/18/15	FEDERAL WITHHOLDING SOCIAL SECURITY WITHHOLDIN	2,769.64 2,078.29
		COVENTRY HEALTH SYSTEMS	9/04/15 9/18/15	PHS EMPLOYEE PHS EMPLOYEE	231.76 275.82
			9/04/15 9/18/15	PHS EMP/CHILD PHS EMP/CHILD DUG EMP/CHOLOR	126.92 126.92
			9/04/15	PHS EMP/SPOUSE PHS FAMILY #2	148.38 148.38 57.95
			9/04/13 9/18/15 9/04/15	PHS FAMILY #2 PHS FAMILY #3	57.95 57.95 85.03
			9/18/15	PHS FAMILY #3	85.03 456.36
		CITY OF JUNCTION CITY	9/18/15 9/04/15	PHS FAMILY 3000 CITY OF JUNCTION CITY (G-F	456.36
		COVENTRY HEALTH SYSTEMS CITY OF JUNCTION CITY	9/18/15 9/04/15 9/18/15	CITY OF JUNCTION CITY (G-F TELEPHONE REIMBURSEMENT TELEPHONE REIMBURSEMENT	5.00 55.69 55.68
		KANSAS PAYMENT CENTER	9/18/15	GARNISHMENT	120.00
		NAT'L INSURANCE MARKETING BROKERS LLC	9/04/15	CITY OF JC BEFORE TAX	119.88
		DELTA DENTAL (PAYROLL)	9/18/15	DELTA DENTAL OF KANSAS	131.07
		GREAT WEST FINANCIAL	9/18/15	GREAT WEST FINANCIAL	416.04
		DELTA DENTAL (PAYROLL) GREAT WEST FINANCIAL KANSAS DEPT OF REVENUE KANSAS PUBLIC EMPLOYEES CITY OF JC FLEX SPENDING ACCT 1074334 FLEXIBLE SPENDING ACCOUNT #1074334	9/18/15 9/18/15 9/18/15	KPERS #1 KPERS #2	659.11 979.56
		CITY OF JC FLEX SPENDING ACCT 1074334	9/18/15	FLEX SPENDING-1074334	374.39
		FLEXIBLE SPENDING ACCOUNT #1074334 UNITED WAY OF JUNCTION CITY-GEARY COUN	9/18/15 9/04/15 9/18/15	DEPENDENT CARE ACCT 10743 UNITED WAY UNITED WAY	54.17 16.40 16.40
				TOTAL:	12,473.23
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	9/18/15 9/18/15	SOCIAL SECURITY WITHHOLDIN MEDICARE WITHHOLDING	512.83 119.92
		INTERNAL REVENUE SERVICE COVENTRY HEALTH SYSTEMS	9/04/15 9/18/15	PHS EMPLOYEE PHS EMPLOYEE PHS FAMILY #2	405.34 405.34
			3/04/13	PHS FAMILY #2 PHS FAMILY #3 PHS FAMILY #3	28.98 35.25 35.25
		CENTURY BUSINESS TECHNOLOGIES	9/22/15 9/22/15	Copier - PW Copier - PW Overage Charge Copier - PW	8.75 4.84 17.50
		SHILLING ASPHALT INC MIDWEST CONCRETE MATERIALS	8/31/15 9/04/15	ASPHALT 4.07 TONS 17 TONS OF SAND-700 N JEFF 8.5 TONS OF FILL SAND	223.85 73.08 37.31
		SUMMIT TRUCK GROUP	9/22/15	STOCK FLEET FLUID ALTNATOR	39.82 93.48

09-30-2015 09:20 AM APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 25

DEPARTMENT	FUND	VENDOR NAME	DATE DESCRIPTION	AMOUNT
		CENTRAL POWER SISTEMS & SERVICES	9/1//13 HP ALTERNA 0/21/15 VIV TUDTIE _ #426_NID COMD	113.83
		CENTRAL POWER SYSTEMS & SERVICES COX BUSINESS SERVICES	9/01/15 Public Works - Metro E - 2	45 63
		CON BOUINEDS DERVICED	9/01/15 Public Works - Telephone -	56 11
		MOTION INDUSTRIES INC	9/23/15 TOTLET SEAT COVER DISPENSE	6.55
		NAT'L INSURANCE MARKETING BROKERS LLC	9/18/15 CITY OF JC EMPLOYER PD LIF	37.33
		MOTION INDUSTRIES INC NAT'L INSURANCE MARKETING BROKERS LLC CROSS-MIDWEST TIRE	9/14/15 TIRES 2015	497.50
		CROSS-MIDWEST TIRE CLASS C SOLUTIONS GROUP WEX BANK	9/14/15 TIRES 2015	275.00
			9/14/15 REFURBISHED WHEEL W/ZINC	70.00
		CLASS C SOLUTIONS GROUP	9/09/15 FLEET SHOP PIECES	240.47
		WEX BANK	9/11/15 WATER DIST-AUG 2015-FUEL 9/11/15 WATER DIST-AUG 2015-FUEL	348.84
			9/11/15 WATER DIST-AUG 2015-FUEL	358.36
		DELTA DENTAL (PAYROLL)	9/04/15 DELTA DENTAL OF KANSAS	40.10
			9/18/15 DELTA DENTAL OF KANSAS	40.11
			9/04/15 DELTA DENTAL OF KANSAS	29.88
			9/18/15 DELTA DENTAL OF KANSAS	29.88
		CINTAS CORPORATION	9/04/15 MED CABINET STOCKING	11.55
		MUNICIPAL PIPE SERVICES	8/17/15 LINE STOPS	3,800.00
			8/2//IS LINE STOPS	350.00
			8/I//IS LINE STOPS	843.09
		CENDY COMMINITAL HOSDIANI	0/30/15 /13//2_NEW HIDE_NOTENT N	920.34 22.50
		GEARI COMMONIII NOSFIIAL	0/20/15 91342-NEW HIRE-NOISARI,N	22.30 65.00
		HD SHIPPLY WATERWORKS, LTD	9/10/15 WTR DIST PRTS	1.979.44
		no correr while works, ere	9/10/15 WIR DIST. IRIS	452 54
			9/14/15 WTR DIST. PRTS	36.00
			9/17/15 WTR DIST. PRTS	243.61
		CINTAS CORPORATION MUNICIPAL PIPE SERVICES GEARY COMMUNITY HOSPITAL HD SUPPLY WATERWORKS, LTD KANSAS GAS SERVICE KANSAS PUBLIC EMPLOYEES	9/23/15 2324 N JACKSON-AUG 2015	16.25
		KANSAS PUBLIC EMPLOYEES	9/18/15 KPERS #1	75.05
		KANSAS GAS SERVICE KANSAS PUBLIC EMPLOYEES CARD CENTER	9/18/15 KPERS #2	494.74
			9/18/15 KPERS #3	123.96
			9/18/15 KPERS INSURANCE	73.19
		CARD CENTER	9/10/15 LEVEL	21.00
			9/10/15 BLADES	251.16
			9/10/15 BLADES	251.16
			9/10/15 PHONE ACCESSORY	13.75
			9/10/15 FILE FOLDERS	1.70
			9/10/15 SHED REBUILD	2,046.21
			9/10/15 UNIFORMS	150.21
			9/10/15 RENTAL - CONCRETE SAW	111.25
			9/II/I5 I4 INCH DIAMOND WHEEL	279.99
			9/11/15 RENTAL - CONCRETE SAW 9/11/15 DENTAL - CONCRETE SAW	127 38
			0/11/15 RENIAL - CONCRETE SAW	29.99
			9/11/15 RENTAL - CONCRETE SAW 9/11/15 BOLT CUTTER 9/11/15 URINAL SCREENS	29.99 37.63
			9/11/15 BINDERS	7.93
			9/11/15 GLOVES & LYSOL	8.02
			9/11/15 CLEANING SUPPLIES	30.89
			9/11/15 HEADPHONES	2.44
			9/11/15 ROOF SEALANT	4.63
		CINTAS #451	9/08/15 WKLY MATS AND TOWELS	26.12
			9/15/15 WKLY MATS AND TOWELS	26.12
			9/22/15 WKLY MATS AND TOWELS	20.62
		SALINA SUPPLY COMPANY	9/17/15 HYDRANT PARTS	1,313.06
			9/14/15 HYDRANT ADAPTERS	738.24
1			9/02/15 COUPLING AND QUANTUM	348.76
1				

CINTAS #451

SAM'S CLUB

WATER & SEWER FUND INTERNAL REVENUE SERVICE

SEWER DISTRIBUTION

47.50_

44,935.71

444.06

9/23/15 SCRAPER/BROWN MAT

9/23/15 JOLEEN SCHNURR-WATER DEPT

9/18/15 SOCIAL SECURITY WITHHOLDIN

TOTAL:

DEPARTMENT

FUND

WHITE STAR

PAGE: 27

MILIOINIMITONS BELL 9 2013 BELL 29 201	15 05	11100.	2 /
VENDOR NAME		DESCRIPTION	
COVENTRY HEALTH SYSTEMS CENTURY BUSINESS TECHNOLOGIES MIDWEST CONCRETE MATERIALS	9/18/15	MEDICARE WITHHOLDING PHS EMPLOYEE	103.87 405.34
	9/18/15	PHS EMPLOYEE PHS FAMILY #3	405.32 35.25
	9/18/15	PHS FAMILY #3	35.25
CENTURY BUSINESS TECHNOLOGIES	9/22/15	Copier - PW	8.75
	9/22/15	Copier - PW Overage Charge	4.84
	9/22/15	Copier - PW	17.50
MIDWEST CONCRETE MATERIALS	8/27/15	5 TONS GRAVEL-ASH STREET	226.45
SUMMIT TRUCK GROUP	9/22/15	STOCK FLEET FLUID	39.82
	9/17/15	ALTNATOR	93.48
CENTRAL POWER SYSTEMS & SERVICES	9/17/15	HP ALTERNA	113.85
	9/21/15	VLV, THRTLE - #426-AIR COMP	47.69
COX BUSINESS SERVICES	9/01/15	Public Works - Metro E - 2	45.62
MOTION INDUSTRIES INC	9/01/13	TOTIET SEAT COVED DISDENSE	50.11
NAT'L INSURANCE MARKETING BROKERS LLC	9/18/15	CITY OF JC EMPLOYER PD LIF	35.57
CROSS-MIDWEST TIRE	9/14/15	TIRES 2015	497.50
	9/14/15	TIRES 2015	275.00
	9/14/15	REFURBISHED WHEEL W/ZINC	70.00
CLASS C SOLUTIONS GROUP	9/09/15	FLEET SHOP PIECES	240.47
MIDWEST CONCRETE MATERIALS SUMMIT TRUCK GROUP CENTRAL POWER SYSTEMS & SERVICES COX BUSINESS SERVICES MOTION INDUSTRIES INC NAT'L INSURANCE MARKETING BROKERS LLC CROSS-MIDWEST TIRE CLASS C SOLUTIONS GROUP WEX BANK DELTA DENTAL (PAYROLL)	9/11/15	WW DIST-AUG ZUIS-FUEL WW-DIST-AUG 2015-FUEL	348.84 358 35
DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	40.11
,	9/18/15	DELTA DENTAL OF KANSAS	40.10
	9/04/15	DELTA DENTAL OF KANSAS	27.47
	9/18/15	DELTA DENTAL OF KANSAS	27.47
CINTAS CORPORATION	9/04/15	MED CABINET STOCKING	11.56
KANSAS PIBLIC EMPLOYEES	9/23/13	KPERS #1	16.23 75.05
TUMORIO TODDIO ERIFECTEDO	9/18/15	KPERS #2	491.29
	9/18/15	KPERS #3	123.94
	9/18/15	KPERS INSURANCE	72.80
NAPA AUTO PARTS OF J.C.	9/01/15	POWER STEERING CAP - #902	3.59
CARD CENTER	9/04/15	BRAKE PADS/ROTO - #901	152.62
CARD CENTER	9/10/15	BLADES	251.16
	9/10/15	BLADES	251.16
CINTAS CORPORATION KANSAS GAS SERVICE KANSAS PUBLIC EMPLOYEES NAPA AUTO PARTS OF J.C. CARD CENTER	9/10/15	PHONE ACCESSORY	13.75
	9/10/15	FILE FOLDERS	1.70
	9/10/15	SHED REBUILD	2,046.20
	9/10/13	CIENN POCEDS - MICHST 2015	130.21
	9/11/15	GLENN ROGERS - AUGUST 2015 CAULK TUBE	25.96
		SEAL, VALVE, VAPOR FILTER	493.27
		URINAL SCREENS	37.63
		BINDERS	7.93
		GLOVES & LYSOL CLEANING SUPPLIES	8.02 30.89
		HEADPHONES	2.44
		ROOF SEALANT	4.63
CINTAS #451		WKLY MATS AND TOWELS	26.12
		WKLY MATS AND TOWELS	26.12
MUTTE STAD	- , , -	WKLY MATS AND TOWELS	20.62

9/02/15 PLUG, FILTER KIT, ROPE, SERVI

30.95

52.43

9/18/15 MEDICARE WITHHOLDING

09-30-2013 09:20	AM	APPROPRIATIONS - SEPT 9 2015-SEPT 29 201	15-05	PAGE:	29
DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	35.25
			9/18/15	PHS EMPLOYEE	35.25
			9/04/15	PHS EMP/CHILD	63.46
			9/18/15	PHS EMP/CHILD	63.46
			9/04/15	PHS EMP/SPOUSE	29.68
			9/10/13	DUC PAMITY #2	29.00
			9/18/15	PHS FAMILY #2	9.05
			9/04/15	PHS FAMILY #3	21.26
			9/18/15	PHS FAMILY #3	21.26
			9/04/15	PHS FAMILY 3000	57.05
		CITY OF JUNCTION CITY	9/18/15	PHS FAMILY 3000	57.05
		CITY OF JUNCTION CITY	9/04/15	TELEPHONE REIMBURSEMENT	9.94
			9/18/15	TELEPHONE REIMBURSEMENT	9.94
		NAT'L INSURANCE MARKETING BROKERS LLC	9/04/15 9/18/15	CITY OF JC VOLUNTARY BENEF CITY OF JC VOLUNTARY BENEF	14.92 15.75
			0 /0 4 /4 5		4 = 00
			9/18/15	CITY OF JC BEFORE TAX	17.40
		DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	11.61
			9/18/15	DELTA DENTAL OF KANSAS	11.61
		GREAT WEST FINANCIAL	9/18/15	GREAT WEST FINANCIAL	87.14
		KANSAS DEPT OF REVENUE	9/18/15	STATE WITHHOLDING	114.59
		KANSAS PUBLIC EMPLOYEES	9/18/15	KPERS #1	131.51
			9/18/15	KPERS #2	90.54
		DELTA DENTAL (PAYROLL) GREAT WEST FINANCIAL KANSAS DEPT OF REVENUE KANSAS PUBLIC EMPLOYEES CITY OF JC FLEX SPENDING ACCT 1074334	9/18/15	FIFY SPENDING-107/33/	9.25 48.65
		CIII OI OC IEEN DIENDING MOOI 1071331	3/10/10	THEN OTHINDING TO 1 100 1	10.00
		UNITED WAY OF JUNCTION CITY-GEARY COUN	9/04/15	UNITED WAY	3.65
			9/18/15	UNITED WAY	3.65
		FLEXIBLE SPENDING ACCOUNT #1074334 UNITED WAY OF JUNCTION CITY-GEARY COUN		TOTAL:	1,641.82
STORM WATER ADMIN	NISTRA STORM WATER	INTERNAL REVENUE SERVICE	9/18/15	SOCIAL SECURITY WITHHOLDIN	176.52
			9/18/15	SOCIAL SECURITY WITHHOLDIN MEDICARE WITHHOLDING PHS EMPLOYEE PHS EMPLOYEE PHS EMP/CHILD PHS EMP/CHILD PHS EMP/SPOUSE PHS EMP/SPOUSE PHS FAMILY #2 PHS FAMILY #2 PHS FAMILY #3 PHS FAMILY #3	41.26
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	52.86
			9/18/15	PHS EMPLOYEE	52.86
			0/10/15	PHS EMP/CHILD	44.05
			9/04/15	PHS EMP/SPOUSE	17.62
			9/18/15	PHS EMP/SPOUSE	17.62
			9/04/15	PHS FAMILY #2	36.22
			9/18/15	PHS FAMILY #2	36.22
			9/04/15	PHS FAMILY #3	17.62
			9/18/15	PHS FAMILY #3	17.62
			9/04/15	PHS FAMILY 3000	26.43
		WDD -WGTWDDTWG TWG	9/18/15	PHS FAMILY 3000	26.43
		HDR ENGINEERING INC		UNION PACIFIC RR & 1ST STR	168.75
		AMEC ENVIRONMENT & INFRASTRUCTURE INC	9/28/15	SERVICES THROUGH 9/28/15 SERVICES THROUGH 8/28/2015	785.00
		NAT'L INSURANCE MARKETING BROKERS LLC			
		WEX BANK		STORM WATER-AUG 2015-FUEL	258.90
		DELTA DENTAL (PAYROLL)		DELTA DENTAL OF KANSAS	23.59
				DELTA DENTAL OF KANSAS	23.59
				DELTA DENTAL OF KANSAS	5.38
		KANSAS PUBLIC EMPLOYEES		DELTA DENTAL OF KANSAS KPERS #1	5.37 132.89
		WWINDWO LODDIC FLIEFOIFFS		KPERS #2	143.05
1			J/ ±U/ ±J	111 1110 112	140.00

09-30-2015 09:20 AM		APPROPRIATIONSSEPT 9 2015-SEPT 29 20	15-CS	PAGE:	30
DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			9/18/15	KPERS #3 KPERS INSURANCE	14.61
			9/18/15	KPERS INSURANCE	30.67
		CARD CENTER	9/15/15	EVERIFILE.COM INC SETUP	99.00
		CARD CENTER	9/15/15	EVERIFILE: KRIS & RAY FEES	140.00
				EVERIFILE: KRIS & RAY FEES TOTAL:	4,442.64
STORM WATER DISTRIBUTI	STORM WATER	INTERNAL REVENUE SERVICE	9/18/15 9/18/15	SOCIAL SECURITY WITHHOLDIN	47.61 11.14
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	88.12
		NAMEL INCIDENCE MADREMENT DECKEDS IIC	0/10/15	CIEV OF IC EMPLOYED DD LIE	19.00
		NAT'L INSURANCE MARKETING BRUKERS LLC	9/18/15	CITI OF JC EMPLOYER PD LIF	4.00
		DELTA DENTAL (PAVENTL)	9/03/15	DELTA DENTAL OF KANSAS	5 98
		BBBIN BBNIND (ININOBB)	9/18/15	DELTA DENTAL OF KANSAS	5 98
		CINTAS CORPORATION	9/04/15	MED CABINET STOCKING	4.62
		I.EAVENWORTH EXCAVATING & EQUITPMENT	9/28/15	1ST ST. DRAINAGE IMPROV. S	254.217.92
		CENTRAL POWER SYSTEMS & SERVICES NAT'L INSURANCE MARKETING BROKERS LLC CLASS C SOLUTIONS GROUP DELTA DENTAL (PAYROLL) CINTAS CORPORATION LEAVENWORTH EXCAVATING & EQUIPMENT KANSAS PUBLIC EMPLOYEES CARD CENTER CINTAS #451	9/18/15	KPERS #1	74.88
			9/18/15	KPERS INSURANCE	7.90
		CARD CENTER	9/10/15	SAND BAG	47.52
		CINTAS #451	9/08/15	WEEKLY MATS AND TOWELS	10.45
			9/15/15	WEEKLY MATS AND TOWELS	10.45
			9/22/15	WEEKLY MATS AND TOWELS	8.25
		SELLERS EQUIPMENT, INC	9/08/15	SWEEPER BROOMS	103.55
			9/08/15	SWEEPER BROOMS	86.24
		SELLERS EQUIPMENT, INC	9/08/15	SWEEPER BROOMS	1,650.40_
		CARD CENTER		TOTAL:	256,589.06
FACILTY MANAGEMENT	ECONOMIC DEVELOPME	CARD CENTER	9/11/15	JOINT COMPOUND/CLOTH, LIFE	18.47
			9/11/15	JOINT COMPOUND, LIFESTAR	75.88
			9/11/15	COVE BASE, LIFESTAR	24.32
			9/11/15	WALL PLATE, LIFESTAR	2.97
			9/11/15	BOLTS/SCREWS, LIFESTAR	24.48
			9/11/15	LUMBER, LIFESTAR	13.84
			9/11/15	WALL PLATE/VALVE, LIFESTAR	16.27
			9/11/15	LUMBER, LIFESTAR	18.78
			9/11/15	LUMBER, LIFESTAR	38.99
		MUEDMAI COMPODE AID INC	9/11/13	THE THE COURT DATE OF THE COLOR	1 750 00
		THERMAL COMPORT AIR, INC	9/09/15	REMOVE HVAC LIFE STAR	1,730.00
		THERMAL COMFORT AIR, INC	0/22/15	DEDIACE WATER HEATER ITEE	636 62
			3/22/13	REPLACE WATER HEATER, LIFE TOTAL:	3,907.95
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	BLIXT CONTAINERS, INC.	8/31/15	617 N WASHINGTON PROJECT	1,475.00
			2, 22, 22	TOTAL:	1,475.00
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	9/18/15	FEDERAL WITHHOLDING	1,117.79
			9/18/15	SOCIAL SECURITY WITHHOLDIN	729.14
			9/18/15	MEDICARE WITHHOLDING	170.51
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	196.06
			9/18/15	PHS EMPLOYEE	196.06
				PHS EMP/SPOUSE	29.68
			-, -, -	PHS EMP/SPOUSE	29.68
				PHS FAMILY #2	10.86
				PHS FAMILY #2	10.86
1			9/04/15	PHS FAMILY #3	31.89

PAGE: 31	
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DEPARTMENT	FUND	VENDOR NAME CITY OF JUNCTION CITY NAT'L INSURANCE MARKETING BROKERS LLC	DATE	DESCRIPTION	AMOUNT_
			0/10/15	DHG FAMTIV #3	31 80
			9/04/15	PHS FAMILY 3000	76.06
			9/18/15	PHS FAMILY 3000	76.06
		CITY OF JUNCTION CITY	9/04/15	TELEPHONE REIMBURSEMENT	10 61
		OTTI OT OUNOTION OTTI	9/18/15	TELEPHONE REIMBURSEMENT	10.61
		NAT'L INSURANCE MARKETING BROKERS LLC	9/04/15	CITY OF JC VOLUNTARY BENEF	50.37
		DELTA DENTAL (PAYROLL)	9/18/15	CITY OF JC VOLUNTARY BENEF	51.20
			9/04/15	CITY OF JC BEFORE TAX	26.66
			9/18/15	CITY OF JC BEFORE TAX	26.84
		DELTA DENTAL (PAYROLL)	9/04/15	DELTA DENTAL OF KANSAS	23.27
			9/18/15	DELTA DENTAL OF KANSAS	23.27
		GREAT WEST FINANCIAL	9/18/15	GREAT WEST FINANCIAL	96.83
		KANSAS DEPT OF REVENUE	9/18/15	STATE WITHHOLDING	338.47
		KANSAS PUBLIC EMPLOYEES	9/18/15	KPERS #1	181.01
			9/18/15	KPERS #2	530.75
			9/18/15	KPERS #3	15.03
		GREAT WEST FINANCIAL KANSAS DEPT OF REVENUE KANSAS PUBLIC EMPLOYEES CITY OF JC FLEX SPENDING ACCT 1074334 FLEXIBLE SPENDING ACCOUNT #1074334 UNITED WAY OF UNCTION CITY-GRAPY COIN	9/18/15	FLEX SPENDING-1074334	70.22
		FLEXIBLE SPENDING ACCOUNT #1074334	9/18/15	DEPENDENT CARE ACCT 10743	20.31
		UNITED WAY OF JUNCTION CITY-GEARY COUN	9/04/15	UNITED WAY	3.45
			9/18/15	UNITED WAY	3.45_
				DEPENDENT CARE ACCT 10743 UNITED WAY UNITED WAY TOTAL:	4,188.89
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE COVENTRY HEALTH SYSTEMS CENTURY BUSINESS TECHNOLOGIES SUMMIT TRUCK GROUP CENTRAL POWER SYSTEMS & SERVICES COX BUSINESS SERVICES NAT'L INSURANCE MARKETING BROKERS LLC CROSS-MIDWEST TIRE	9/18/15	SOCIAL SECURITY WITHHOLDIN	570.56
			9/18/15	MEDICARE WITHHOLDING	133.43
		COVENTRY HEALTH SYSTEMS	9/04/15	PHS EMPLOYEE	740.15
			9/18/15	PHS EMPLOYEE	740.15
			9/04/15	PHS FAMILY #2	21.74
			9/18/15	PHS FAMILY #2	21.72
			9/04/15	PHS FAMILY #3	26.43
			9/18/15	PHS FAMILY #3	26.43
		CENTURY BUSINESS TECHNOLOGIES	9/22/15	Copier - PW	8.75
			9/22/15	Copier - PW Overage Charge	4.85
			9/22/15	Copier - PW	17.50
		SUMMIT TRUCK GROUP	9/14/15	ELBOW ASY - 581	165.10
			9/22/15	STOCK FLEET FLUID	39.83
			9/17/15	ALTNATOR	93.49
		CENTRAL POWER SYSTEMS & SERVICES	9/17/15	AIR SAFETY PC	56.60
			9/1//15	HP ALTERNA	113.85
			9/18/15	AIR PANEL - STOCK	13.24
			9/21/15	VLV, THRTLE - #426-AIR COMP	19.08
			9/24/15	#586 DRIVE LINE PARTS	2,635.85
		COV DISCULAÇÃO CEDITAÇÃO	0/01/15	#J80 DRIVE LINE PARTS	1.98
		COA BUSINESS SERVICES	0/01/15	Public Works - Metro E - Z	45.02
		NAM'I INCIDANCE MADREMINO DDOVEDO IIO	0/10/15	CTTV OF TO EMPLOYED DD ITE	20.11
		CROSS-MIDWEST TIRE	9/10/15	TIRES 2015	199.00
		CROSS MIDWEST TIRE	0/11/15	TIRES 2015	110.00
				REFURBISHED WHEEL W/ZINC	70.00
		CLASS C SOLUTIONS GROUP		FLEET SHOP PIECES	96.19
		WEX BANK		SOLID WASTE-AUG 2015-FUEL	101.28
		ndn dinn		SOLID WASTE-AUG 2015-FUEL	2,820.85
		DELTA DENTAL (PAYROLL)		DELTA DENTAL OF KANSAS	27.12
		PPTII PDMIND (ININOUD)	. , . , .	DELTA DENTAL OF KANSAS	27.12
				DELTA DENTAL OF KANSAS	63.94
				DELTA DENTAL OF KANSAS	63.94
		CINTAS CORPORATION		MED CABINET STOCKING	4.62
			5, 51, 15	Olibrida Stooming	1.02

EMPLOYEE BENEFITS EMPLOYEE BENEFITS DELTA DENTAL (PREMIUMS)

NON-DEPARTMENTAL

DRUG & ALCOHOL ABU INTERNAL REVENUE SERVICE

DELTA DENTAL (PAYROLL)

178.87

26.75

11.64

10.59

9/22/15 DELTA DENTAL SEP 2015 RET/ 1,788.37_ TOTAL: 1,788.37

9/18/15 FEDERAL WITHHOLDING 9/18/15 MEDICARE WITHHOLDING

9/04/15 DELTA DENTAL OF KANSAS 9/18/15 DELTA DENTAL OF KANSAS

9/18/15 FEDERAL WITHHOLDING

TOTAL:

3,750.00

354.20

354.20 265.27

9/11/15 CYPRESS CRK-BTOMSC-SWAT ME

9/11/15 AMER AIR-BTOMSC-SWAT MEDIC

9/11/15 BAUDVILLE-AWARDS #8,147

9/11/15 AMER AIR-BTOMSC-SWAT MEDIC

VENDOR NAME

FUND

DEPARTMENT

DATE DESCRIPTION

		_
	9/11/15 TX DE BRAZIL-JTAG TRNG #72	48.70
	9/11/15 IACP-WOMENS LEADER INST #4	
	9/11/15 SHINJUKU-JTAG TRNG #729	22.90
	9/11/15 HOLIDAY INN-JTAG TRAINING	
	9/11/15 TACOBELL-JTAG TRAINING #72	7.89
	9/11/15 KTA-JTAG TRAINING #729	3.75
	9/11/15 HOLIDAY INN-JTAG TRAINING	
	9/11/15 CELL REPAIR-CELL PHONE TOO	
	9/11/15 AMAZON-MICROSCOPE	92.08
	9/11/15 COMFORT INN-HOMICIDE INV #	185.78
	9/11/15 KTA-WOMENS LEADERSHIP #45	2.75
	9/11/15 STARBUCK-WOMEN LEADERSHIP	5.77
	9/11/15 BLACK OAK-WOMEN LEADERSHIP	
	9/11/15 GREEK GYROS-WOMEN LEADER #	
	9/11/15 BARFIELDS-WOMENS LEADER #4	
	9/11/15 WAXY OSHEA-WOMENS LEADER#4	
	9/11/15 SUBWAY-WOMENS LEADERSHIP#4	
	9/11/15 KTA-WOMENS LEADERSHIP #45	
	9/11/15 NEWEGG-MONITOR	299.99
	9/11/15 MENARDS-REFRIGERATOR	485.73
	9/11/15 INST POLICE TECH-MANAGE FT	595.00
	9/11/15 WATERS-PD PAVILLION	320.45
	9/11/15 WATERS-PD PAVILLION	311.58
	9/11/15 WATERS-PD PAVILLION	
	9/11/15 WATERS-PD PAVILLION	56.53
	9/11/15 MENARDS-PD PAVILLION	209.88
	9/11/15 WALMART-SHELVING	955.81
	9/11/15 WATERS-PD PAVILLION	151.08
	9/11/15 ULINE-LOCKERS	606.02
	9/11/15 ULINE LOCKER	604.52
	9/11/15 ULINE LOCKERS	606.02-
	9/11/15 MENARDS-PD PAVILLION	41.94
	9/11/15 WATERS-PD PAVILLION	7.49
	9/11/15 WATERS-PD PAVILLION	3.79
		152.65-
	TOTAL:	48,719.35
LAW ENFORCEMENT TRAIN LAW ENFORCEMENT TR FINDING WORDS KANSAS	9/18/15 FINDING WORDS TRNG #758	350.00
CARD CENTER	9/11/15 TRAIN FORCE-CELL TRNG #758	698.00
	9/11/15 RUBY TUES-AFLMS TRNG #147	12.69
	9/11/15 THOMAS/MEAN-MANAGE POLICE	465.00
	9/11/15 QUALITY INN-KSJOA-SALES TA	41.36-
	9/11/15 QUALITY INN-KSJOA-SALES TA	41.36-
	TOTAL:	1,442.97
		•

AMOUNT_

09-30-2015 09:20 AM	Î	APPROPRIATIONSSEPT 9 2015-SEPT 29 2015-	-CS		PAGE:	35
DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION		AMOUNT_

	========= FUND TOTALS ====	
	GENERAL FUND	908,218.78
		•
02	GRANTS	335.00
12	BOND & INTEREST	93,552.61
15	WATER & SEWER FUND	373,022.37
18	STORM WATER	262,673.52
19	ECONOMIC DEVELOPMENT	5,382.95
23	SANITATION FUND	16,115.31
25	CAPITAL IMPROVEMENT FUND	98,314.60
26	FIRE EQUIPMENT RESERVE	1,316.91
35	EMPLOYEE BENEFITS FUND	1,788.37
47	DRUG & ALCOHOL ABUSE FUND	983.72
50	SPECIAL LE TRUST FUND	48,935.36
54	LAW ENFORCEMENT TRAINING	1,442.97
	GRAND TOTAL:	1,812,082.47

TOTAL PAGES: 35

09-30-2015 09:20 AM

APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS PAGE: 36

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS

All VENDOR: CLASSIFICATION: All All BANK CODE:

ITEM DATE: 0/00/0000 THRU 99/99/9999

ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00

GL POST DATE: 0/00/0000 THRU 99/99/9999 CHECK DATE: 9/09/2015 THRU 9/29/2015

PAYROLL SELECTION

PAYROLL EXPENSES: NO

CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date By Department SEQUENCE: GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS- -SEPT 9 2015-SEPT 29 2015-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES INCLUDE OPEN ITEM:NO

 9/30/2015
 9:36 AM
 CHECK RECONCILIATION REGISTER
 PAGE: 1

 COMPANY:
 99 - POOLED CASH FUND
 CHECK DATE: 9/09/2015 THRU 9/29/2015
 9/29/2015

 ACCOUNT:
 1-00-00-0101
 POOLED CASH MASTER
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 99/99/9999

TYPE: Check STATEMENT: 0/00/0000 THRU 99/99/9999
STATUS: All VOIDED DATE: 0/00/0000 THRU 99/99/9999
FOLIO: All AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 9999999

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION------ ----AMOUNT--- STATUS FOLIO CLEAR DATE

CHECK:			REFUND: LEATH & SONS INC REFUND: SANTIAGO, EMMANUEL REFUND: BLANCHE, DANIELLE REFUND: BLANCHE, DANIELLE REFUND: SUAREZ, ADRIAN REFUND: PARHAM, ISAAC M REFUND: MILLS, LAURA A REFUND: HARRIS, DEANA REFUND: JOHNSON, LEON V REFUND: HUTCHINSON, JOHN C REFUND: MALTBY, RICHARD REFUND: JACKSON, MELANIE E REFUND: SMELGUS, GABRIELLE R REFUND: SMELGUS, GABRIELLE R REFUND: SMITH, AARON D REFUND: SMITH, AARON D REFUND: MOODCOCK, JOSHUA A REFUND: BERNAL, MIGUEL REFUND: HALL, TYLOR REFUND: MILLSAP, NATHAN REFUND: FISHER, NATHAN J REFUND: FISHER, NATHAN J REFUND: MUSCARELLA, CHRISTOPHE REFUND: MASON, JANELLE REFUND: SMITH, ELIZABETH I REFUND: SCHROEDER, MARCUS REFUND: ARELLANO, NUVIA REFUND: ARELLANO, NUVIA REFUND: ATRICKLAND, DEHAVEN REFUND: ALBIN, JOSHUA REFUND: ALBIN, JOSHUA REFUND: ALBIN, JACHARY A REFUND: BELL, LUCAS REFUND: GRIFFITH, KAITLIN M REFUND: WOODS, XAVIER N REFUND: EVANGELISTA, JOHN A REFUND: DIAMCO, BOBBI REFUND: DIAMCO, BOBBI REFUND: OULBRETH, JACQUELINE REFUND: HARRIS, DAVON L REFUND: HARRIS, DAVON L REFUND: HARRIS, DAVON L REFUND: WOOTHEN, CHRISTIAN A REFUND: CHAVARIN, JOSE REFUND: HARRIS, DAVON L				
1-00-00-0101	9/10/2015 CHECK	255457	REFUND: LEATH & SONS INC	893.18CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255458	REFUND: SANTIAGO, EMMANUEL	71.37CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255459	REFUND: BLANCHE, DANIELLE	89.61CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255460	REFUND: SUAREZ, ADRIAN	67.43CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255461	REFUND: PARHAM, ISAAC M	22.96CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255462	REFUND: MILLS, LAURA A	90.30CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255463	REFUND: HARRIS, DEANA	53.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255464	REFUND: JOHNSON, LEON V	86.62CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255465	REFUND: HUTCHINSON, JOHN C	92.83CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255466	REFUND: MALTBY, RICHARD	4.34CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255467	REFUND: JACKSON, MELANIE E	59.27CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255468	REFUND: SMELGUS, GABRIELLE R	57.92CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255469	REFUND: IRIZARRY, JOSELYN	56.64CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255470	REFUND: SMITH, AARON D	30.41CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255471	REFUND: WOODCOCK, JOSHUA A	77.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255472	REFUND: BERNAL, MIGUEL	79.04CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255473	REFUND: HALL, TYLOR	59.52CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255474	REFUND: MILLSAP, NATHAN	107.76CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255475	REFUND: FISHER, NATHAN J	18.79CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255476	REFUND: FRANCE, SHOYAN	77.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255477	REFUND: MUSCARELLA, CHRISTOPHE	72.44CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255478	REFUND: MEDRANO, BERENIECE	41.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255479	REFUND: SMITH, ELIZABETH I	86.88CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255480	REFUND: MASON, JANELLE	179.75CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255481	REFUND: SCHROEDER, MARCUS	111.49CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255482	REFUND: ARELLANO, NUVIA	208.61CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255483	REFUND: CRITES, TRAVIS	88.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255484	REFUND: STRICKLAND, DEHAVEN	12.99CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255485	REFUND: HANKIN, JOSHUA	90.70CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255486	REFUND: ALBIN, ZACHARY A	118.57CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255487	REFUND: LAMPKIN JR, GREGORY	109.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255488	REFUND: BELL, LUCAS	43.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255489	REFUND: GRIFFITH, KAITLIN M	119.84CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255490	REFUND: WOODS, XAVIER N	93.08CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255491	REFUND: EVANGELISTA, JOHN A	31.98CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255492	REFUND: DIAMCO, BOBBI	104.21CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255493	REFUND: NY, WILTON	80.18CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255494	REFUND: CULBRETH, JACQUELINE	88.00CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255495	REFUND: WOOD, ANDREW L	42.61CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255496	REFUND: HARRIS, DAVON L	95.39CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255497	REFUND: WORTHEN, CHRISTIAN A	29.30CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255498	REFUND: CHAVARIN, JOSE	101.38CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255499	REFUND: HAN-PARK, SHEENA M	93.41CR	OUTSTND	U	0/00/0000
1 00 00 0101	0 /1 0 /0 01 5 017 017	055500		110 0000	0.1100.00110		0 /00 /0000

1-00-00-0101 9/10/2015 CHECK 255500 REFUND: ESCALANTE, CRISTINA 118.22CR OUTSTND U 0/00/0000

9/30/2015 9:36 AM CHECK RECONCILIATION REGISTER PAGE: 2 CHECK DATE: 9/09/2015 THRU 9/29/2015 CLEAR DATE: 0/00/0000 THRU 99/99/9999 COMPANY: 99 - POOLED CASH FUND ACCOUNT: 1-00-00-0101 POOLED CASH MASTER TYPE: Check
STATUS: All
FOLIO: All

STATEMENT: 0/00/0000 THRU 99/99/9999 VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT:

CHECK NUMBER: 000000 THRU 999999 ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

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1-00-00-0101	9/10/2015 CHECK	255502	REFUND: QUIMBY, BEN REFUND: DICKMAN, ASHLEY R	68.07CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255503	REFUND: SINGLETON, ADRIENNE R REFUND: SANCHEZ, ARISTEO REFUND: FINNANE, SHANE P REFUND: HALL, MICHAEL D REFUND: CUMMINGS-COOK, ALEXUS	66.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255504	REFUND: SANCHEZ, ARISTEO	38.28CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255505	REFUND: FINNANE, SHANE P	61.03CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255506	REFUND: HALL, MICHAEL D	53.18CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255507	REFUND: CUMMINGS-COOK, ALEXUS	106.75CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255508	REFUND: WILLIAMS, JUSTIN T REFUND: AYALA, THOMAS M REFUND: SIBRIAN, CHRISTOPHER A	384.27CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255509	REFUND: AYALA, THOMAS M	65.62CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255510	REFUND: SIBRIAN, CHRISTOPHER A	133.13CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255511	REFUND: FITZPATRICK, MICHAEL T	108.12CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255512	REFUND: SHIRKEY, MARK L	94.48CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255513	REFUND: SHIRKEY, MARK L REFUND: WEIXELBAUM, MICHELLE G	110.92CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255514	REFUND: DELGADO, YOLANDA M	109.15CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255515	REFUND: DAVIS, DANIELLE P	3.57CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255516	REFUND: MIMS, SUSANNE T	77.81CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255517	REFUND: PHELPS, JASON	79.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255518	REFUND: DOOGE, WESLEY	33.39CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255519	REFUND: FRONK, AARON	100.58CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255520	REFUND: FREW, KEVIN G	3.34CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255521	REFUND: PETTIT, JERRY L	26.62CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255522	REFUND: EUBANK, JEWELS	49.25CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255523	REFUND: DOTSON, WENDI	124.11CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255524	REFUND: SWEENEY, STEPHANIE P	304.24CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255525	REFUND: BUTTON, CODY	74.22CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255526	REFUND: YORK, ALYSSA	79.43CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255527	REFUND: TAYLOR, ELIZABETH H	8.73CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255528	REFUND: K&P FARMS	91.60CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255529	REFUND: MEYER, DENNIS L	98.56CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255530	REFUND: SANDSTROM JR, CARL C	56.29CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255531	REFUND: ALJAAFARY, ANMAR	200.71CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255532	REFUND: CASEY, NICHOLAS A	24.25CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255533	REFUND: COOK, ADDIE	113.97CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255534	REFUND: KWADWO, AMOAKO	64.65CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255535	REFUND: DELISLE, JESSICA L	28.82CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255536	REFUND: YANES, BOBBY D	103.77CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255537	REFUND: DARBY, JENNIFER L	7.59CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255538	REFUND: ARCHER, CHELSEA N	43.89CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255539	REFUND: TORRES, PEDRO	14.48CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255540	REFUND: BISHOP, CYNTHIA	33.78CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255541	REFUND: JOICE, JEREMIAH L	119.86CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255542	REFUND: GRENIER, BRETT S	100.72CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/10/2015 CHECK	255543	REFUND: SHIRKEY, MARK L REFUND: WEIXELBAUM, MICHELLE G REFUND: DELGADO, YOLANDA M REFUND: DAVIS, DANIELLE P REFUND: MIMS, SUSANNE T REFUND: PHELPS, JASON REFUND: DOOGE, WESLEY REFUND: FRONK, AARON REFUND: FRONK, AARON REFUND: FREW, KEVIN G REFUND: DOTSON, WENDI REFUND: SWEENEY, STEPHANIE P REFUND: SWEENEY, STEPHANIE P REFUND: BUTTON, CODY REFUND: TAYLOR, ELIZABETH H REFUND: K&P FARMS REFUND: MEYER, DENNIS L REFUND: SANDSTROM JR, CARL C REFUND: ALJAAFARY, ANMAR REFUND: CASEY, NICHOLAS A REFUND: COOK, ADDIE REFUND: KWADWO, AMOAKO REFUND: DELISLE, JESSICA L REFUND: DARBY, JENNIFER L REFUND: ARCHER, CHELSEA N REFUND: TORRES, PEDRO REFUND: JOICE, JEREMIAH L REFUND: GRENIER, BRETT S REFUND: PHILLIPS, RICKEY L REFUND: PHILLIPS, RICKEY L REFUND: CASTRO-ORTIZ, NORMA	91.74CR	OUTSTND	U	0/00/0000

 9/30/2015
 9:36 AM
 CHECK RECONCILIATION REGISTER
 PAGE: 3

 COMPANY:
 99 - POOLED CASH FUND
 CHECK DATE: 9/09/2015 THRU 9/29/2015
 9/09/2015 THRU 9/29/2015

 ACCOUNT:
 1-00-00-0101
 POOLED CASH MASTER
 CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.999

CHECK NUMBER:

000000 THRU 999999

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION------ ----AMOUNT--- STATUS FOLIO CLEAR DATE

TYPE: Check
STATUS: All
FOLIO: All

CHECK:	:			REFUND: MEADOWLARK JC MHP, LLC REFUND: DEVIN, COREY D REFUND: BRIGHTMAN, RONALD J REFUND: BACKES, DEVIN M REFUND: BARRAZA, LUIS O REFUND: MANNING, CHRISTOPHER A REFUND: MANNING, CHRISTOPHER A REFUND: DALMAN-MOORE, TYE A REFUND: SHERMAN, DEREK REFUND: CALDWELL, ZACHARY R REFUND: ALCANTAR, LORENA REFUND: MOFFETT, KIERA R REFUND: MOFFETT, KIERA R REFUND: MONTANEZ, REBECCA M REFUND: STROBLE, BRIAN REFUND: STROBLE, BRIAN REFUND: THUM, ROBERT W REFUND: CEWS, KRISTIN S REFUND: RAMIREZ-SUAREZ, MAIQU REFUND: RAMIREZ-SUAREZ, MAIQU REFUND: CHILDS, KRISTOPHER M REFUND: CHAMLEE, COREY REFUND: CHAMLEE, COREY REFUND: COLE, SHAWNA S WESTOVER, DUSTIN L JAN HAMILTON, CH.13 TRUSTEE- CARVER & BLANTON SHEA KANSAS PAYMENT CENTER JAY W. VANDER VELDE				
	L-00-00-0101	9/10/2015 CHECK	255545	REFUND: MEADOWLARK JC MHP, LLC	77.12CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255546	REFUND: DEVIN, COREY D	47.52CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255547	REFUND: BRIGHTMAN, RONALD J	27.28CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255548	REFUND: BACKES, DEVIN M	36.50CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255549	REFUND: BARRAZA, LUIS O	81.42CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255550	REFUND: MANNING, CHRISTOPHER A	15.86CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255551	REFUND: ULLMER, RHEANNA	50.21CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255552	REFUND: DALMAN-MOORE, TYE A	71.23CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255553	REFUND: SHERMAN, DEREK	31.74CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255554	REFUND: CALDWELL, ZACHARY R	61.08CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255555	REFUND: ALCANTAR, LORENA	52.36CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255556	REFUND: WARD, JOSHUA A	89.69CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255557	REFUND: MOFFETT, KIERA R	69.27CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255558	REFUND: BARRERA, JOSE A	69.60CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255559	REFUND: MONTANEZ, REBECCA M	46.61CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255560	REFUND: RYAN, SEAN	66.42CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255561	REFUND: STROBLE, BRIAN	52.49CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255562	REFUND: THUM, ROBERT W	62.89CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255563	REFUND: CREWS, KRISTIN S	50.69CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255564	REFUND: WAIDE, KRISTEN	6.73CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255565	REFUND: RAMIREZ-SUAREZ , MAIQU	24.69CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255566	REFUND: KEARY, JOSEPH G	10.51CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255567	REFUND: DEASON, JESSICA L	32.70CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255568	REFUND: CHILDS, KRISTOPHER M	42.44CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255569	REFUND: CHAMLEE, COREY	51.27CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255570	REFUND: BAILEY, JERRY	198.15CR	OUTSTND	U	0/00/0000
1	L-00-00-0101	9/10/2015 CHECK	255571	REFUND: COLE, SHAWNA S	25.44CR	OUTSTND	U	0/00/0000
*** 1	L-00-00-0101	9/18/2015 CHECK	255575	WESTOVER, DUSTIN L	953.69CR	OUTSTND	P	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255576	JAN HAMILTON, CH.13 TRUSTEE-	600.00CR	OUTSTND	A	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255577	CARVER & BLANTON SHEA	281.29CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255578	KANSAS PAYMENT CENTER JAY W. VANDER VELDE W H GRIFFIN, TRUSTEE	1,099.14CR	OUTSTND	A	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255579	JAY W. VANDER VELDE	100.00CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255580	W H GRIFFIN, TRUSTEE	729.23CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255581	CITY OF JC FLEX SPENDING ACCT	3,995.89CR	OUTSTND	A	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255582	FLEXIBLE SPENDING ACCOUNT #107	343.75CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255583	CITY OF JC FLEX SPENDING ACCT FLEXIBLE SPENDING ACCOUNT #107 CITY OF JUNCTION CITY	847.00CR	OUTSTND	A	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255584	NAT'L INSURANCE MARKETING BROK	6,228.10CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255585	DELTA DENTAL (PAYROLL)	7,450.56CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255586	POLICE & FIREMEN'S	2,305.32CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255587	ROLLING MEADOWS GOLF COURSE	82.50CR	OUTSTND	Α	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255588	UNITED WAY OF JUNCTION CITY-GE	407.00CR	OUTSTND	A	0/00/0000
1	L-00-00-0101	9/18/2015 CHECK	255589	REFUND: ALMQUIST, BENJAMIN	30.92CR	OUTSTND	U	0/00/0000
1	1-00-00-0101	9/18/2015 CHECK	255590	NAT'L INSURANCE MARKETING BROK DELTA DENTAL (PAYROLL) POLICE & FIREMEN'S ROLLING MEADOWS GOLF COURSE UNITED WAY OF JUNCTION CITY-GE REFUND: ALMQUIST, BENJAMIN REFUND: BARCLAY, WILFRED REFUND: STEVENS, TERRY T	13.83CR	OUTSTND	U	0/00/0000
	L-00-00-0101	9/18/2015 CHECK				OUTSTND	IJ	0/00/0000

9/30/2015 9:36 AM CHECK RECONCILIATION REGISTER PAGE: 4 CHECK DATE: 9/09/2015 THRU 9/29/2015 CLEAR DATE: 0/00/0000 THRU 99/99/9999 COMPANY: 99 - POOLED CASH FUND ACCOUNT: 1-00-00-0101 POOLED CASH MASTER

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

TYPE: Check
STATUS: All
FOLIO: All STATEMENT: 0/00/0000 THRU 99/99/9999 VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT:

CHECK NUMBER: 000000 THRU 999999

CHECK:			REFUND: RUSSELL, JASON D REFUND: PAPET III, LOUIS REFUND: BRUNO, JUBE F REFUND: VILARDO, BREANN REFUND: BREON, CORY REFUND: BREON, CORY REFUND: CLEMENT, NATHAN REFUND: WELLS, YOLANDA P REFUND: ROGERS, TAKIYAH R REFUND: LOPEZ, OSCAR REFUND: MOORE, LAURA R REFUND: MOORE, LAURA R REFUND: SWINEY, ROBYN REFUND: OUTLAW, JEMIL REFUND: OUTLAW, JEMIL REFUND: SIMPSON, KAYLA M REFUND: WALLS, JERRY D REFUND: HALL, RAVEN N REFUND: EVANS, DEAN C REFUND: MEADOWLARK JC MHP, LLC REFUND: MEADOWLARK JC MHP, LLC REFUND: MEADOWLARK JC MHP, LLC REFUND: RIELS, LENDELL S REFUND: RAREL, ARIMXAY REFUND: BRUMMETT, BLAKE L REFUND: MCKEVER, ANNE M REFUND: TOMKIN, SIMONE T REFUND: DUNHAM, HEATHER C REFUND: MCKEVER, ANNE M REFUND: TOMKIN, SIMONE T REFUND: SENESAC, DIANE M PETROSKI, TAMMY L GLENN KING WOODRIVER ENERGY LLC NEX-TECH REFUND: SCHACHERER, MATTHEW DELTA DENTAL (PREMIUMS) ARIOLA-MURGUIA, JOSE DS&O RURAL ELECTRIC KANSAS AIR CENTER KANSAS GAS SERVICE WESTAR ENERGY PITNEY BOWES SAM'S CLUB ADI SYSTEMS INC				
	9/18/2015 CHECK	255592	REFUND: RUSSELL, JASON D	366.28CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255593	REFUND: PAPET III, LOUIS	61.80CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255594	REFUND: BRUNO, JUBE F	123.08CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255595	REFUND: VILARDO, BREANN	18.62CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255596	REFUND: BREON, CORY	45.88CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255597	REFUND: CLEMENT, NATHAN	23.83CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255598	REFUND: WELLS, YOLANDA P	34.02CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255599	REFUND: ROGERS, TAKIYAH R	63.09CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255600	REFUND: LOPEZ, OSCAR	60.92CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255601	REFUND: MOORE, LAURA R	22.08CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255602	REFUND: SWINEY, ROBYN	313.31CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255603	REFUND: NELSON, BRYAN J	35.77CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255604	REFUND: OUTLAW, JEMIL	17.54CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255605	REFUND: SIMPSON, KAYLA M	82.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255606	REFUND: WALLS, JERRY D	27.12CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255607	REFUND: HALL, RAVEN N	155.46CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255608	REFUND: EVANS, DEAN C	172.49CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255609	REFUND: SANAWAR, ZEESHAN	86.87CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255610	REFUND: FLYNN, JAMESON	74.73CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255611	REFUND: MEADOWLARK JC MHP, LLC	69.38CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255612	REFUND: MEADOWLARK JC MHP, LLC	66.95CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255613	REFUND: CHAVARRIA, RICARDO	71.82CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255614	REFUND: RIELS, LENDELL S	9.74CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255615	REFUND: VAREL, ARIMXAY	69.51CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255616	REFUND: BRUMMETT, BLAKE L	78.51CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255617	REFUND: MCKEVER, ANNE M	66.85CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255618	REFUND: TOMKIN, SIMONE T	64.39CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255619	REFUND: DUNHAM, HEATHER C	78.37CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255620	REFUND: SENESAC, DIANE M	48.12CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255621	PETROSKI, TAMMY L	200.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/18/2015 CHECK	255622	GLENN KING	250.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/21/2015 CHECK	255623	WOODRIVER ENERGY LLC	55.18CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/21/2015 CHECK	255624	NEX-TECH	49,413.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/21/2015 CHECK	255625	REFUND: YMCA	1,000.09CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/21/2015 CHECK	255626	REFUND: SCHACHERER, MATTHEW	47.90CR	OUTSTND	U	0/00/0000
1-00-00-0101	9/22/2015 CHECK	255627	DELTA DENTAL (PREMIUMS)	1,788.37CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/23/2015 CHECK	255628	ARIOLA-MURGUIA, JOSE	295.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/24/2015 CHECK	255629	DS&O RURAL ELECTRIC	6,305.06CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/24/2015 CHECK	255630	KANSAS AIR CENTER	1,833.33CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/24/2015 CHECK	255631	KANSAS GAS SERVICE	409.84CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/24/2015 CHECK	255632	WESTAR ENERGY	495.65CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/24/2015 CHECK	255633	PITNEY BOWES	6,081.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101		255634	SAM'S CLUB	286.02CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255635	ADI SYSTEMS INC	254.00CR	OUTSTND	А	0/00/0000
1 00 00 0101	1, 23, 2010 0112011	200000		201.00010			-, -0, 0000

9/30/2015 9:36 AM CHECK RECONCILIATION REGISTER

COMPANY: 99 - POOLED CASH FUND

ACCOUNT: 1-00-00-0101 POOLED CASH MASTER TYPE: Check
STATUS: All
FOLIO: All

CHECK DATE: 9/09/2015 THRU 9/29/2015
CLEAR DATE: 0/00/0000 THRU 99/99/9999 STATEMENT: 0/00/0000 THRU 99/99/9999 VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT:

CHECK NUMBER:

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

CHECK:							
1-00-00-0101	9/29/2015 CHECK	255636	AGENDAPAL CORPORATION	449.00CR	OUTSTND	Α	0/00/0000
	9/29/2015 CHECK	255637	AGENDAPAL CORPORATION ALLINACE PUMP & MECHANICAL SER	3,952.44CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255638			OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255639	AMEC ENVIRONMENT & INFRASTRUCT AMERICAN SEAMLESS GUTTER ARMSCOR CARTRIDGE INC	231.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255640	ARMSCOR CARTRIDGE INC	3,450.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255641	AT&T NATIONAL COMPLIANCE CENTE AURORA STORAGE PRODUCTS, INC.	350.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255642	AURORA STORAGE PRODUCTS, INC.	5,116.32CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255643	BAYER CONSTRUCTION CO.	424,186.63CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255644	JOHN BERNSTEIN	90.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255645	BLAKE ROBINSON ATTORNEY AT LAW	250.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255646	NICHOLAS BLAKE	15.70CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255647	AURORA STORAGE PRODUCTS, INC. BAYER CONSTRUCTION CO. JOHN BERNSTEIN BLAKE ROBINSON ATTORNEY AT LAW NICHOLAS BLAKE BLIXT CONTAINERS, INC. BRINKS INCORPORATED BRUCE MCMILLAN AIA ARCHITECTS, BUD'S WRECKER SERVICE C & K CONSTRUCTION C & M LAWN SERVICES CALLAWAY GOLF CDW GOVERNMENT INC CENTRAL NATIONAL BANK CENTRAL POWER SYSTEMS & SERVIC	1,475.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255648	BRINKS INCORPORATED	176.24CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255649	BRUCE MCMILLAN AIA ARCHITECTS,	2,492.50CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255650	BUD'S WRECKER SERVICE	65.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255651	C & K CONSTRUCTION	406.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255652	C & M LAWN SERVICES	8,636.10CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255653	CALLAWAY GOLF	181.51CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255654	CDW GOVERNMENT INC	5,487.57CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255655	CENTRAL NATIONAL BANK	49,324.64CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255656	CENTRAL POWER SYSTEMS & SERVIC	3,661.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255657	CENTURY BUSINESS TECHNOLOGIES	673.65CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255658	CHAMBER OF COMMERCE	24.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255659	CHAMPIONS CAR AND TRUCK WASH	13.44CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255660	CHENEY CONSTRUCTION INC	90,630.78CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255661	CHEYENNE JONES	25.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255662	CINTAS CORPORATION	46.22CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255663	CINTAS #451	478.69CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255664	CLASS C SOLUTIONS GROUP	961.89CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255665	COLLECTION BUREAU OF KANSAS IN	593.03CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255666	CONCORDIA TRACTOR	670.97CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255667	CONRAD FIRE EQUIPMENT	60.30CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255668	CONTINENTAL PROFESSIONAL LANDR	358.90CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255669	CORYELL INSURORS, INC.	75.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255670	COX BUSINESS SERVICES	7,620.47CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255671	CRAFCO, INC.	8,511.72CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255672	CROSS-MIDWEST TIRE	4,058.80CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255673	CROWN DISTRIBUTORS, INC.	1,038.96CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255674	DANKO EMERGENCY EQUIPMENT CO.	58.27CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255675	DAVE'S ELECTRIC, INC.	1,099.72CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255676	DILLONS,	40.77CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255677	DOCUMENT RESOURCES, INC.	70.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255678	CENTRAL NATIONAL BANK CENTRAL POWER SYSTEMS & SERVIC CENTURY BUSINESS TECHNOLOGIES CHAMBER OF COMMERCE CHAMPIONS CAR AND TRUCK WASH CHENEY CONSTRUCTION INC CHEYENNE JONES CINTAS CORPORATION CINTAS #451 CLASS C SOLUTIONS GROUP COLLECTION BUREAU OF KANSAS IN CONCORDIA TRACTOR CONRAD FIRE EQUIPMENT CONTINENTAL PROFESSIONAL LANDR CORYELL INSURORS, INC. COX BUSINESS SERVICES CRAFCO, INC. CROSS-MIDWEST TIRE CROWN DISTRIBUTORS, INC. DANKO EMERGENCY EQUIPMENT CO. DAVE'S ELECTRIC, INC. DILLONS, DOCUMENT RESOURCES, INC. JOSHUA DOUGLASS DOWNING SALES & SERVICE	2,500.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255679	DOWNING SALES & SERVICE	605.00CR	OUTSTND	Α	0/00/0000
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PAGE: 5

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9/30/2015 9:36 AM CHECK RECONCILIATION REGISTER COMPANY: 99 - POOLED CASH FUND

CHECK DATE: 9/09/2015 THRU 9/29/2015
CLEAR DATE: 0/00/0000 THRU 99/99/9999 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER TYPE: Check
STATUS: All
FOLIO: All STATEMENT: 0/00/0000 THRU 99/99/9999 VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT:

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

CHECK:			EDWIN REYES RODRIGUEZ F & R SERVICES FEDEX FINDING WORDS KANSAS KRISTOFER FINGER FLINT HILLS BEVERAGE LLC FOLEY EQUIPMENT FRED PRYOR SEMINARS FRONTIER SPIRITS, GADES SALES CO. GALLAGHER BENEFIT SERVICES, IN GEARY COUNTY ATTORNEY GEARY COMMUNITY HOSPITAL GEARY COMMUNITY HOSPITAL GEARY COUNTY REGISTER DEEDS GEARY COUNTY CLERK GEARY COUNTY SHERIFF				
1-00-00-0101	9/29/2015 CHECK	255680	EDWIN REYES RODRIGUEZ	46.68CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255681	F & R SERVICES	36,430.19CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255682	FEDEX	61.39CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255683	FINDING WORDS KANSAS	350.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255684	KRISTOFER FINGER	218.85CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255685	FLINT HILLS BEVERAGE LLC	865.53CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255686	FOLEY EQUIPMENT	2,654.49CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255687	FRED PRYOR SEMINARS	1,506.95CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255688	FRONTIER SPIRITS,	49.99CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255689	GADES SALES CO.	2,558.96CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255690	GALLAGHER BENEFIT SERVICES, IN	565.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255691	GEARY COUNTY ATTORNEY	11,877.83CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255692	GEARY COMMUNITY HOSPITAL	175.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255693	GEARY COMMUNITY HOSPITAL	387.11CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255694	GEARY COUNTY REGISTER DEEDS	120.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255695	GEARY COUNTY CLERK	10,489.66CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255696	GEARY COUNTY SHERIFF	39.031.21CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255697	GOLF MAX	165.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255698	GROSS WRECKER SERVICE	70.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255699	GEARY COUNTY SHERIFF GOLF MAX GROSS WRECKER SERVICE HD SUPPLY WATERWORKS, LTD	2.711.59CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255700	HDR ENGINEERING INC	41,660.45CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255701	HECKLER & KOCH DEFENSE INC.	5,031.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255702	HD SUPPLY WATERWORKS, LTD HDR ENGINEERING INC HECKLER & KOCH DEFENSE INC. HELENA CHEMICAL COMPANY HUGO'S INDUSTRIAL SUPPLY, INC. INCODE INTERNATIONAL CODE COUNCIL, IN INTERSTATE GLASS CO. J & K CONTRACTING L.C. JIM CLARK AUTO CENTER	695.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255703	HUGO'S INDUSTRIAL SUPPLY, INC.	93.20CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255704	INCODE	23,169.58CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255705	INTERNATIONAL CODE COUNCIL, IN	117.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255706	INTERSTATE GLASS CO.	225.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255707	J & K CONTRACTING L.C.	850.00CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255708	JIM CLARK AUTO CENTER	1,030,42CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255709	JIM CLARK AUTO CENTER JOHN DEERE LANDSCAPES/LESCO	1,940.36CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255710	JOHN DEERE LANDSCAPES/LESCO JOHNSON LANDSCAPING JUNCTION CITY ABSTRACT & TTILE KA-COMM	2,900.00CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255711	JUNCTION CITY ABSTRACT & TTILE	860.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255712	KA-COMM	15,578,91CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255713	KAW VALLEY ENGINEERING, INC	8,717.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255714	•	498.53CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255715	LATHROP & GAGE LLP	297.00CR	OUTSTND	А	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255716	LATONJA BARKER	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255717	LEAGUE OF KANSAS MUNICIPALITIE	433.45CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255718	LEAVENWORTH EXCAVATING & EOUIP	254,217.92CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255719	LIBERTY MUTUAL INSURANCE CO	225.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255720	LIBERTY MUTUAL INSURANCE CO LIFELOC TECHNOLOGIES, INC LOCHNER	85.27CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255721	I,OCHNER	1,286.71CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255722	MASTER CUT LAWN SERVICE	1,286.71CR 1,000.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK		MIDWEST CONCRETE MATERIALS	534.81CR	OUTSTND	A	0/00/0000
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9/30/2015 9:36 AM CHECK RECONCILIATION REGISTER

COMPANY: 99 - POOLED CASH FUND

ACCOUNT: 1-00-00-0101 POOLED CASH MASTER TYPE: Check
STATUS: All
FOLIO: All

CHECK DATE: 9/09/2015 THRU 9/29/2015 CLEAR DATE: 0/00/0000 THRU 99/99/9999 STATEMENT: 0/00/0000 THRU 99/99/9999 VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT: CHECK NUMBER: 000000 THRU 999999

PAGE: 7

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

CHECK:							
1-00-00-0101	9/29/2015 CHECK	255724	MIKE'S FIRE EXT. SALES	50.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255725	MOORE MEDICAL LLC	2,449.67CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255726	MOTION INDUSTRIES INC	225.78CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255727	MUNICIPAL PIPE SERVICES	5,913.43CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255728	NAPA AUTO PARTS OF J.C.	183.14CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255729	NEX-TECH	11,189.20CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255730	PAXTON WELDING	75.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255731	RAM EXTERMINATORS, LLC	50.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255732	REGELMAN LIQUOR STORE	84.90CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255733	ROTHWELL LANDSCAPE INC	129.98CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255734	SALINA SUPPLY COMPANY	2,400.06CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255735	SECURITY SOLUTIONS INC	146.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255736	SELLERS EQUIPMENT, INC	1,840.19CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255737	SHILLING ASPHALT INC	581.35CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255738	SMOKEY PLAINS EMERG PHYS, PLLC	315.80CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255739	SNACK EXPRESS	468.25CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255740	SOUTHEASTERN EMERGENCY EQUIPME	100.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255741	STAPLES ADVANTAGE	598.93CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255742	SUMMIT TRUCK GROUP	1,689.53CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255743	T.O.HAAS TIRES	123.70CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255744	THE PRINTERY	45.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255745	THERMAL COMFORT AIR, INC	3,871.74CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255746	TMHC SERVICES, INC.	484.50CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255747	TURF DESIGN INC.	479.26CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255748	U.S. CELLULAR	35.96CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255749	US FOOD SERVICE	297.26CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255750	MICHAEL VACANTI	129.38CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255751	VAN DIEST SUPPLY CO	510.00CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255752	VICTOR L PHILLIPS CO	2,466.57CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255753	WEST PAYMENT CENTER	411.21CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255754	WHITE STAR	247.58CR	OUTSTND	Α	0/00/0000
1-00-00-0101	9/29/2015 CHECK	255755	WINFIELD SOLUTIONS LLC	1,261.27CR	OUTSTND	Α	0/00/0000

TOTALS FOR ACCOUNT 1-00-00-

TOTAL: 1,249,659.11CR CHECK DEPOSIT TOTAL: 0.00 INTEREST TOTAL:
MISCELLANEOUS TOTAL:
SERVICE CHARGE TOTAL: 0.00 0.00 0.00 EFT TOTAL: 0.00

0.00

TOTAL:

BANK-DRAFT

9/30/2015 9:36 AM CHECK RECONCILIATION REGISTER PAGE: 8 COMPANY: 99 - POOLED CASH FUND CHECK DATE: 9/09/2015 THRU 9/29/2015 0/00/0000 THRU 99/99/9999 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER

CHECK NUMBER:

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CLEAR DATE: Check STATEMENT: 0/00/0000 THRU 99/99/9999 STATUS: All FOLIO: All VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT:

ACCOUNT --DATE-- --TYPE-- NUMBER ------DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

TOTAL: 1,249,659.11CR TOTALS FOR POOLED CASH FUND CHECK TOTAL: DEPOSIT 0.00 INTEREST TOTAL: 0.00 MISCELLANEOUS TOTAL: 0.00 SERVICE CHARGE TOTAL: 0.00 EFT TOTAL:
BANK-DRAFT TOTAL: 0.00 0.00

TYPE:

Backup material for agenda item:

b. Consideration of City Commission Minutes for September 15, 2015.

CITY COMMISSION MINUTES

September 15, 2015

7:00p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, September 15, 2015 with Mayor Mick McCallister presiding.

The following members of the Commission were present: Phyllis Fitzgerald, Pat Landes, Mick McCallister, Michael Ryan, and Jim Sands. Staff present was: City Manager Dinkel, Assistant City Manager Beatty, City Attorney Logan, and City Clerk Ficken.

CONSENT AGENDA

Commissioner Fitzgerald moved, seconded by Commissioner Landes to approve the consent agenda as presented. Aye: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried

- a. Consideration of Appropriation Ordinance A-18 dated-Aug 26th 2015-Sept 8th 2015 in the amount of \$978,829.96.
- b. Consideration of City Commission Minutes for September 1, 2015.
- c. Consideration of August 2015 ambulance contractual obligation adjustments and bad debt adjustments.

NEW BUSINESS

Consideration and Approval for Rimrock Lake Dam and Acceptance of a Remediation Design Alternative. Commissioner Landes moved, seconded by Commissioner Sands to move forward with alternates 2a & 2b. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of 2015 Bulletproof Vest Partnership grant award. Commissioner Fitzgerald moved, seconded by Commissioner Landes to accept the 2015 Bulletproof Vest Partnership grant award as presented. 2015 Bulletproof Vest Partnership grant award. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of 2015 Edward Byrne Memorial Justice Assistance Grant Award. Commissioner Landes moved, seconded by Commissioner Fitzgerald to accept the 2015 Edward Byrne Memorial Justice Assistance Grant Award as presented. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Case No. SUP-08-02-15, request of Dr. Theresa McCreath seeking a Special Use Permit to allow the establishment of a small animal veterinary clinic on property zoned "CN" Neighborhood Commercial, at the northwest corner of Spring Valley Road and Strauss Boulevard. Commissioner Landes moved, seconded by Commissioner Ryan to approve Ordinance S-3164 as presented. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Case No. SUP-08-01-15, the request of Martine Chery for a Special Use Permit to allow establishment of a food service/catering and carry-out business (restaurant) from her home at 1704 Lydia Lane, Junction City, Kansas. Commissioner Landes moved, seconded by Commissioner Fitzgerald to deny the special use permit as presented. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Case No. Z-08-01-15, the request of Mary Stockford to rezone the property at 410 North Franklin Street, Junction City, Kansas, from 'CSR" Commercial Service Restricted to "RM" Multiple Family Residential. Commissioner Sands moved, seconded by Commissioner Ryan to approve Ordinance S-3163 as presented. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

EXECUTIVE SESSION

An executive session to discuss legal issues. Commissioner Sands moved, seconded by Commissioner Landes at 8:10 p.m. to adjourn to executive session for 20 minutes to discuss issues of attorney client privilege to include the Commission, City Attorney, City Manager, and Assistant City Manager. Ayes: Fitzgerald, Landes, McCallister, Ryan, sands. Nays: none. Motion carried. At 8:30 p.m. Commissioner Landes moved, seconded by Commissioner Fitzgerald to adjourn from executive session where no decisions were made and no actions were taken. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Landes moved, seconded by Commissioner Ryan to direct the City Attorney to draft an agreement with JJ Marine which would transfer encroached property to JJ Marine, and indemnifies the City against future litigation arising from the transfer of ownership. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

COMMISSIONER COMMENTS

Mayor & Commissioners provided reports on Committees and community events.

STAFF COMMENTS

City Manager Dinkel requested that the Commissioner provide items for discussion for the next Joint City County Meeting. City Clerk Ficken requested a meeting to discuss court project change orders prior to October 1, 2015. The

Commission decided not to have a special meeting. The Commission was satisfied with the change order list as presented.

ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Fitzgerald to adjourn at 9:14 p.m. Ayes: Fitzgerald, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 6TH DAY OF OCTOBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR SEPTEMBER 15, 2015.

Tyler Ficken, City Clerk

Mick McCallister, Mayor

Backup material for agenda item:

c. Consideration of payroll #17 and #18 for the months of August and September 2015.



City of Junction City – City Commission Agenda Memo

September 10, 2015

From:

Yolanda Phelps, Payroll Specialist

To:

Mayor & Commissioners

Subject:

Payroll 17 & 18

Objective: The consideration and approval of Payroll #17 and #18 for the months of August and September.

Explanation of Issue: The payroll for August and September was calculated as the attachment outlines.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand,

Approve, disapprove or table the Payroll #17 & #18 request

Recommendation: City Staff recommends that the City Commission approve the August and September 2015 Payroll.

Enclosures:

- 1. Calculation of Employer Expenses for payroll #17 & #18
- 2. General Ledger Totals

Employer Paid Wages & Benefits

		Payroll #17		Payroll #18	
	Retirement Contributions				
KPERS Tier 1	\$	5,558.02	\$	5,581.04	
KPERS Tier 2	\$	5,743.22	\$	5,415.37	
KPERS Tier 3	\$	1,496.85	\$	1,316.99	
KP&F	\$	43,325.70	\$	43,794.96	
	Taxes				
Social Security	\$	10,473.63	\$	8,876.04	
Medicare	\$	5,134.24	\$	4,822.26	
		E	enefits		
Delta Dental	\$. 2,963.01	\$	2,938.80	
Preferred Health Systems	\$	22,697.88	\$	22,169.19	
Benefits Direct	\$	1,787.00			
	Wages Payable				
Employee Salary		259,366.40		242,404.23	

Backup material for agenda item:

d. Consideration of all Cereal Malt Beverage licenses from January 1, 2016 – December 31, 2016.

City of Junction City City Commission Agenda Memo

October 6, 2015

From: Mark Karmann, Codes Administrator

To: Allen Dinkel, City Manager and City Commissioners

Subject: 2016 Cereal Malt Beverage License Renewals

Objective: The Consideration and Approval of all Cereal Malt Beverage licenses from January 1, 2016 – December 31, 2016.

Explanation of Issue: Cereal Malt Beverage licenses expire December 31st of every year. In order to renew or obtain a City license each business must be in compliance. To be in compliance the business must pass a background check, pass inspection from the Kansas Department of Agriculture Food, Safety, Drug and Lodging, pass inspection from the Building & Codes Department and obtain City Commissioner approval before the proper paper work can be sent into the State for issuance of license.

The following businesses have been sent renewals:

- Casey's General Store #2004
- Dillons Store
- Handy's #2 LLC
- Handy's #3 LLC
- Handy's #4 LLC
- Handy's #5 LLC
- Handy's Express LLC
- Negril Caribbean Restaurant
- Rohan Inc
- Shell Travel Center #6
- Shop Quik #2
- Shop Quik #5
- Shop Quik #7
- Wal-Mart Market Place #4626
- Wal-Mart Super Center #43
- Wood Mini Mart

Budget Impact: There are two different types of Cereal Malt Beverage licenses, General and Limited. A General Cereal Malt Beverage license, which is to sell and consume on premises, is \$200.00. A Limited Cereal Malt Beverage license, which is to sell and consume off premises, is \$50.00. Each business is charged a \$25 investigation fee and a \$25 State Stamp Fee to reimburse the City for the cost of the State Stamp Fee.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of all Cereal Malt Beverage licenses from January 1, 2016 – December 31, 2016.

Suggested Motion:	
Commissioner Malt Beverage licenses from January 1	moves to approve all Cerea , 2016 – December 31, 2016.
Commissioner	seconded the motion.

Backup material for agenda item:

a. Fire Prevention Week Proclamation for the week of October 4-10, 2015, presented by Mayor McCallister.

Proclamation

NATIONAL FIRE PREVENTION WEEK

WHEREAS, the city of the City of Junction City is committed to ensuring the safety and security of all those living in and visiting Junction City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and

WHEREAS, Junction City's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Junction City's residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, Junction City's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Junction City's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Junction City's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, I Mick McCallister Mayor of the City of Junction City do hereby proclaim October 4-10, 2015, as Fire Prevention Week throughout this city, and I urge all the people of Junction City to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement.

	Mick McCallister, Mayor	
ATTEST:		
Tyler Ficken, City Clerk		

Backup material for agenda item:

 a. Consideration of a Noise Waiver and Special Event Permit application for the Flint Hills Church Fall Block Party located at 337 W 7th St, on October 31, 2015 from 4:00 pm – 8:30 pm.

City of Junction City City Commission Agenda Memo

October 6, 2015

From: Mark Karmann, Codes Administrator

To: Allen Dinkel, City Manager and City Commissioners

Subject: Special Event Permit – Flint Hills Church Fall Block Party

Objective: The consideration and approval of the Noise Waiver and Special Event Permit application for the Flint Hills Church Fall Block Party located at 337 W 7^{th} St, on October 31, 2015 from 4:00 pm - 8:30 pm.

Explanation of Issue: Building & Codes has received a Special Event Permit application for the Flint Hills Church Fall Block Party. This event will be located in the west end of the 300 block of West 7th Street. Flint Hills Church is proposing to barricade 7th Street at Madison and to place another barricade just west of the entrance/exit to the parking lots to El Tapitio and Key Office. Between these barricades they plan on having the block party, games and food stands. There will be some games for toddlers inside the church, which will also be accessed for restroom use. Most parking will be public parking, with a few private parking lots that permission will be obtained for use of. A noise waiver has been applied for and approved by the Chief of Police. This event will be held on October 31, 2015 from 4:00 pm until 8:30 pm.

Budget Impact: The Block Party is a Type 5 Special Event and the fee is \$150.00. The Noise Waiver is \$25.00.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval for the Noise Waiver and Special Event Permit application for the Flint Hills Church Fall Block Party.

Suggested Motion:

Commissioner	•		approve ills Churcl		
Commissioner	secono	ded t	the motior	۱.	
Enclosures: Special Event Permit Application, Map, Application for Noise Waiver	Certific	ate	of Liability	/ Insu	rance

SPEICAL EVENT PERMIT APPLICATION

This application must be filed at the office of the Code Administrator.

AN INCOMPLETE APPLICATION WILL NOT BE ACCEPTED OR PROCESSED.

Applicant Name: B.J. Solander - Flint Hills Church
Address: 337 W. 75 ST, Junction City, KS 6644.
Email Address: jcag ofize@gmail.com Phone Numbers: Home: Office: 785-762-3292
Phone Numbers: Home: Office: Office: 785 - 762 - 32 9 2
Cellular: 785-116-1009 Fax:
Alternate Applicant Name: Ma# Wells
Address: 337 W. 7th SUNCTION CZTY KS 66441
Email Address: kdzpastor @ gmail. com
Phone Numbers: Home:Office:
Cellular: 785-226-0912 Fax:
Organization Name: FCZN7 1+ZLLS CHURCH
Address: 337 W. 7th 37. 5C
Phone Numbers: Office: 785-762-3292 Fax:
Event On-Site Contact Person: Matt Wells
Phone Numbers: Home: Office:
Cellular: 785-226-0912
(Use separate sheet if necessary for names of additional applicants/organizations.)
Event Name: FALL BLOCK PARTY
Event Location: 337 W. 74 Fizne Hzus CHURCH
Event Date(s) and Time(s): October 31 4-8:30 P.m.
Estimated Number of Attendees: 500 +

Event Description: WE ARE WANTEN 6	To Brock OFF 7th
STREET IN FRONT OF FIRNT HE	LUS CHURCH TO HOLD
A BLOCK PARTY /HALLOWEEN AL	TEPNATOUE, WE HAVE
RECEZUED PERMISSION FROM SO	PROUNDENG BUSENESSES
TO USE THERE PARLIENE GOTS FOR	
GOZNE TO HAVE GAMES/ FOOD/ TO	FLATIABLES THIS IS AN
DUZIZEALLY TO JUNGZON CTTY	
(Use additional paper if necessary.)	
 Additional Required Documents: Detailed Site Plan, drawn to scale, showing the layor location for the Special Event. The site plan shall ad proposed, including but not limited to required parkir facilities, and all other relevant materials. Written authorization from the property owner, namir is aware and approves of the requested Special Eve 	dress all uses and supporting amenities ng, access points, signage, sanitation ng the agent, and that the property owner
I (We) realize that this application cannot be processed accompanied by a detailed site plan as required by City appropriate fee.	unless it is completely filled in; is Code; and is accompanied by the
B-J. Solander (Applicant Name - Printed)	B. Bland
(Applicant Name – Frinted)	Applicant Signature
(Applicant Name – Printed)	Illut Wille
	Applicant Signature
OFFICE USE ONLY: This application was received at the office of the Code A on the day of day of application has been checked and found to be complete documents and the appropriate fee of \$	
☐ Approved ☐ Disapproved	Sarah Brown Name Admin Asot II Title
Code Administrator	Date

						PATE (MM/DD/YYYY) 18/15			
Cardinal Insurance Agency PO Box 847 Junction City KS 66441				THIS CERTIFICATE IS ISSUED AS A MATTER OF ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AMEND ALTER THE COVERAGE AFFORDED BY THE POL				CERTIFICATE D. EXTEND OR	
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First Assembly of God Church				INSURER A: Amco Insurance Co.					
			INSURER B:				23787		
			(Pastor B. J. Solande 337 W 7th St.	er)	INSURER C:				
				44	INSURER D:				
			Junction City KS 664	4 1	INSURER E:			-	
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				AUTHORIZED REF				67	

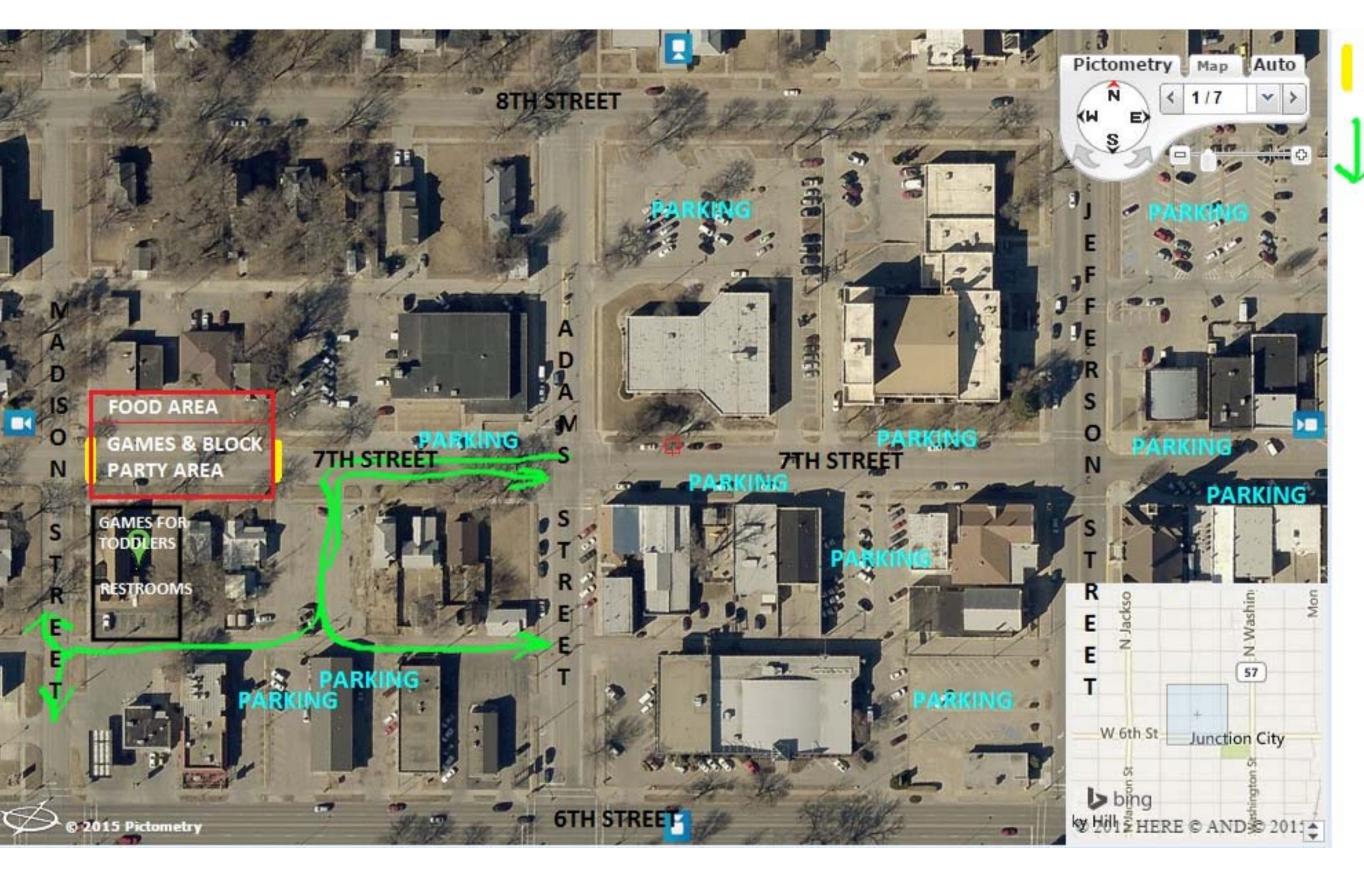
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



BARRICADES

TRAFFIC FLOW

Junction City Police Department

Application for Noise Waiver

Application Fee \$25.00 Date of Application: Sept 12015 Name of Applicant: BJ. Solander, Flint Hills Church Address: Home Phone: 785-762-3292 Cell Phone: 785-226-1009 Work Phone: Name of Sponsor: Flint Hills Church Address: SAME Phone: SAME Details for Noise Waiver 337. W. 75 ST Juntion City Location of event: If City Park is being used has it been reserved at Municipal Building:___ Date of Event: Of 31 2 Times: 4 pm to 9 pm Number attending: 200 Mands, Music or Sound Amplification: YES NO Background music no performances If YES, explain: , explain:
Background musiz for games + stations, no stage or
performances, some PA for give aways outdoor carnival games of entertainment activities for Kids of families some carnival foods available holdogs, tacos of Machos, popcora, lineade Two responsible persons who will be present and in charge of the event (1) Name B.J. Solander Address 337 W. 755T Phone 785-226-1009 Address 337 W. 745T Phone 785-226-0912 If a noise waiver is issued on the basis of this application I, the undersigned, agree to assume full responsibility for any liabilities which may arise as a result of such activity and to hold the City of Junction City free from same. I further agree to exercise control and supervision over all activities and to fully cooperate with any directions or orders issued by any Law Enforcement Officer. This permit is subject to immediate termination by any Law Enforcement Officer. Date: 090915 Chief of Police 1/m Busine of Applicant Date: Date: City Manager

City Commission

Date:

331-2 W 7th NOT HOME 331-1 W 7th OK 328-1,243 NO ANSWEL 332 W 7th CLOSED ON SAT 338 W 2th CLOSED ON SAT 348 W 7th CLOSED ON SAT 464 W 7th OK 468 & 7th NO ANSWEX 467 W 7th NO ANSWEX 465 & 7th DO ANSWEX 465 & 7th DO ANSWEX

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Backup material for agenda item:

b. Consideration of Case No. SUP-08-03-15, a request from Junction City Baptist Church to allow the construction of a new church on property located west of Ecord Drive, which is west of Sandusky Drive and north of Armour-Eckrich.

City of Junction City

City Commission

Agenda Memo

October 6, 2015

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Allen Dinkel, City Manager

Subject: Case No. SUP-08-03-15 - Request for a Special Use Permit to allow

establishment of a church on certain property in Junction City, Kansas. (S-

3165)

Issue: Consideration of the request of the Junction City Baptist Church, contract buyer and agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas. This 6.25 acre property is located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the Armour-Eckrich facility on Lacy Drive. The property is also being platted, which will be considered is a separate action by the City Commission at this meeting.

Explanation of Issue:

The Junction City Baptist Church has contracted to purchase this property from Mr. Johnson, conditioned upon zoning authorization to construct the church. Under the current Zoning Regulations of Junction City, churches are permitted only by approval of a Special Use Permit in a residential zone.

The Metropolitan Planning Commission held a public hearing on August 13, 2015, to consider this request. Following discussion, the MPC continued the public hearing until the September 10, 2015, meeting requesting that additional information and a revised site plan be submitted. Following review of the new material, and by unanimous vote, the MPC has recommended the Special Use Permit be granted, subject to several conditions concerning modifications of the site plan. Those conditions are shown in the attached minutes and within the Ordinance for this request.

In particular, the applicant requested the City waive the requirement to pave the access drive and parking lot serving the new church until a later time. The MPC and staff both recommended that the waiver request not be granted as outlined in the minutes of the MPC meeting.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a Special Use Permit application on first appearance:

- 1. To accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.
- 2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby granting the Special Use Permit subject to said changes.

- 3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
- 4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and deny the Special Use Permit.

Staff Recommendation: Accept the recommendation of the MPC to approve the Special Use Permit to authorize the establishment of a church on property located west of Ecord Drive, which is west of Sandusky Drive, and generally north of the Armour-Eckrich facility on Lacy Drive, Junction City, Kansas; especially including the request to waive the paving requirements for the access drive and parking lot.

Suggested Motion:

Commissioner	moved	that	the	recomm	nendatio	n o	of the
Metropolitan Planning Commission be accepted	and that	Ordin	ance	No. S-3	165, an	ı ordi	inance
granting a Special Use Permit for a church on p	oroperty I	locate	d wes	t of Eco	ord Driv	e, wł	nich is
west of Sandusky Drive, and generally north	of the A	rmour	-Eckri	ch facili	ty on L	acy	Drive,
Junction City, Kansas; especially including of	denial of	the	reque	est to v	waive t	he r	paving
requirements for the access drive and parking	lot, be	appr	oved	as reco	mmend	ed f	or the
reasons stated by the MPC.	•	• •					
•							

Commissioner ______ seconded the motion.

Enclosures:

MPC Minutes of September 10, 2015 Staff Report Ordinance S-3165



JUNCTION CITY/MILFORD/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS



STAFF REPORT

August 13, 2015

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-08-03-15 – Consideration of a request for a Special Use Permit to

allow establishment of a church on property being considered under the proposed plat of the Junction City Baptist Church Addition, located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the

Armour-Eckrich facility on Lacy Drive, Junction City, Kansas.

This is the request of the Junction City Baptist Church, agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas. This property is being considered for a Final Plat at this same meeting known as the Junction City Baptist Church Addition. This staff report will only address the Special Use Permit issues.

The Junction City Baptist Church has been searching for a location to construct a new church for some time. Conversations have been had with staff regarding this matter and, following discussions with "challenges" with some other locations, the church has contracted to purchase this property from Mr. Johnson, subject to the zoning approval to allow the construction of the church. This is a 6.25 acre property when the unplatted land is combined with the existing platted lot as shown on the proposed Junction City Baptist Church Addition plat. This is a large property that is shown as mostly "undeveloped" on the Site Plan submitted with this application. It is the potential uses for the balance of the lot that are discussed below and are of special concern.

Under the amendments completed in 2012, the Junction City Zoning Regulations were amended to require a Special Use Permit for the establishment of a church, school, or certain other activities, but limited to only specific locations. The specific provisions of the Junction City Zoning Regulations state:

Section 445.180, SPECIAL USES ENUMERATED.

B. Churches may be established in Residential Districts "RS" Suburban Residential, "RG" General Residential, "RD" Duplex Residential and "RM" Multiple-Family Residential.

C. Schools, service or fraternal clubs, or YMCA, YWCA and other similar uses, as defined, may be established in any zoning districts except "IR" Restricted Industrial, "IL" Light Industrial, "IH" Heavy Industrial and "IP" Industrial Park.

As can be seen, the intent of the amendments were to limit the location where these types of uses could occur; primarily because of the negative impacts of these uses on commercial and industrial land uses, especially concerning the potential intensive activities that could occur on commercial and industrial land uses that may be limited or restricted because of the presence of a church or school.

Saying that, and with respect to the "land use" analysis of this request, staff believes this may not be a very good location for a church because the land is immediately adjacent to property owned by Armour-Eckrich on Lacy Drive, which is one of the largest private employers and an important corporate citizen within the City. This is less so concerning simply the church, although there are legitimate concerns regarding potential incompatibilities between the church and the industrial operation of Armour-Eckrich. The larger question deals with what the church operation might evolve into at this location, especially when the size of the property is considered. If the church begins a day care or preschool operation, or expands to provide other activities that might operate on more of a daily basis, the proximity of Armour-Eckrich could easily become a source of potential complaints. And even if there wouldn't be complaint directly from the church, potential users of the facility could easily use the presence of the industrial operation as a reason for other complaints and/or concerns being expressed to either the church or the public officials. Staff is of the opinion the potentiality of this situation is very good reason to find this as the wrong location for a church.

Another important factor to be used in evaluating this request is the projects for future use found in the Comprehensive Plan. The proposed update to the Comprehensive Plan envisions all the land owned by Armour-Eckrich as being "Business Park/Industrial". There is no specific use shown on the Future Land Use Map that could be construed as a "buffer" between this land use designation and the adjoining land. In fact, the designation for this property is shown as "Single-Family Residential".

The proposed Comprehensive Plan does discuss the challenges with placement of certain "civic" land uses such as churches and schools, especially with respect to the "compatibility" points discussed above. While there is no specific "directive" with the Plan dealing with the circumstance specific to this case, the overall "guidance" of the Plan is to be aware of the potential conflicts and "mitigate" those conflicts if possible. The underlying intent would be to deny location of these types of land uses when the potential conflicts cannot be mitigated.

The Junction City Zoning Regulations provide guidance as to what should be addressed in a request for a Special Use Permit and what should be found in order to make an appropriate decision. Those guidelines, especially concerning the information submitted on the required Site Plan and found in Section 445.160 of the Junction City Zoning Regulations, and the staff comments concerning those, are as follows.

1. When deemed necessary, a topographic survey indicating the legal description, property boundary, existing contours, existing utilities and easements, and natural and manmade features of the property.

There was no topographic information for this site submitted, nor any drawing addressing the other features noted within the Regulations. Staff did ask the Geary County GIS Department provide topographic information obtained from State resources to provide a general idea of the topography of this property and how it comports with the proposed development of the property shown on the submitted Preliminary Site Plan. A copy of that information is attached to this Staff Report.

A quick evaluation of the topography as shown on the map appears to indicate the proposed location of the church building and most of the proposed parking area is located on perhaps the portion of the property with the steepest slopes and most severe grade changes. As such, staff believes the construction layout shown on the Preliminary Site Plan was not prepared with any consideration of the impacts to the property or how the layout would potentially create significant problems for the project, especially concerning how "on-site" storm water management might be handled. Experience has shown a true design professional will layout the building and other on-site amenities to minimize the impacts to the nature terrain. Staff does not believe that is the case with this submittal.

- 2. A Site Plan, drawn to the same scale as the topographic survey, indicating:
 - a. existing contours (shown as dashed lines);

See 1. above.

b. proposed contours (shown as solid lines);

See 1. above.

c. location and orientation of all existing and proposed buildings;

The submitted site plan clearly shows the location of the proposed building.

d. areas to be used for parking, including the number and arrangement of stalls;

The submitted site plan shows the location of the proposed parking. The submittal indicates the size of the proposed building would result in a specific number of stalls. Staff believes this to be correct to the extent that determination can be made under this level of review. The more detailed review of the parking requirements will be made as part of the "plan review" prior to the issuance of the building permit.

e. areas to be developed for screening, including the location of plant materials, and screening structures and features;

There are no specific screening requirements for this type of use within the Junction City Zoning Regulations. As such, there is nothing proposed.

f. pedestrian and vehicular circulation, and their relationship to existing streets, alleys and public right-of-way;

The property will be accessible only from the drive entrance from Ecord Drive. Because of the nature and orientation of this property, no other access point is available or proposed. It should be noted that Comprehensive Plan envisions Strauss Boulevard being constructed between Spring Valley Road and Sandusky Drive, which would adjoin this property on its south border if that road was constructed. Obviously, if that occurred, access to this property would be a consideration in the design of the road and would provide another access point to the property.

There are no sidewalks along Ecord Drive, or any other street within the Deer Creek Addition. As such, the pedestrian circulation is nonexistent for this property; at least with respect to separate facilities that could serve pedestrian users.

g. points of ingress and egress;

See (f) above.

h. location of all existing and proposed utilities (sanitary sewage systems, water systems, storm drainage systems, gas lines, telephone lines and electrical power lines);

There appears to from all utilities to this lot. As noted in the Staff Report for the proposed Final Plat, water service is available from Ecord Drive, and sanitary sewer mains either cross this lot, or are constructed adjacent to it. All other utilities appear to be available, mostly from the Deer Creek Addition.

i. drainage controls (retention or detention ponds);

Staff believes the proposed design could create some "drainage" issues on-site. Staff believes a more detailed Site Plan should be prepared taking the topography into consideration. Whether other drainage improvements are necessary can only be determined following a site development plan taking that information into account.

j. location, size and characteristics of identification and business signs;

The applicant has proposed no signage. Staff would presume some signage would be desired if this was approved, so if it moves forward there should be some indication from the applicant of what signage is proposed.

k. lighting layout, appurtenances, and intensity of illumination;

No indication has been given as to whether the owner desires additional outside lighting.

l. proposed finished floor elevations of all buildings and structures.

There is no specified finish floor identified on the Site Plan. That will be shown and included in the building permit review process. Any adjustments necessary will be addressed as a condition requiring modifications before a building permit would be issued.

3. A statement of intent shall accompany the Site Plan to explain the measures used to achieve compatibility of the proposed development with surrounding properties through the planning of the site and the location and design of structures.

The applicant has submitted a statement of intent. The staff comments herein address the issues we believe are applicable to the proposed use, to the extent identified at this point by the applicant.

Further, the Junction City Zoning Regulations, Section 455.160, provide the following:

In the process of reviewing any Site Plan, the Planning Commission and/or Governing Body may provide approval of the Site Plan conditioned upon certain limitations or restrictions deemed necessary to protect the public interest and surrounding properties, including, if any, the following:

- 1. Limitations on the type, illumination and appearance of any signs or advertising structures.
- 2. Direction and location of outdoor lighting.
- 3. Arrangement and location of off-street parking and off-street loading spaces.
- 4. The type of paving, landscaping, fencing, screening and other such features.
- 5. Limitations on structural alterations to existing buildings.
- 6. Prohibition of use or construction of any structure to be used for a single-family dwelling, including a manufactured home.
- 7. Plans for control or elimination of smoke, dust, gas, noise or vibration caused by the proposed use.

- 8. Waiver of any standards, requirements or depiction of information required by this Article when requested by the applicant and shown to be unnecessary as applied to the specific case in question.
- 9. Such other conditions and/or limitations that are deemed necessary.

The staff recommendation is provided below.

Staff Recommendation:

Staff does not believe enough information has been provided with this application to make specific recommendations concerning how to "mitigate" the potential conflicts the placement of a church as this location might create. In particular, specific information should be provided concerning the potential of uses noted earlier; especially concerning Day Care, preschool, or other activities including outdoor amenities that might be included in the future. It is only with a clear understanding at this point in this process of what might happen in the future that "mitigating" recommendations could be made concerning the limits of this Special Use Permit if granted.

Staff believes the spirit and intent of the Zoning Regulations of Junction City, especially concerning this type of land use following the amendments completed in 2012, warrant more detailed information before a hard recommendation can be made. Therefore, staff is recommending this case be continued until the September, 2015, meeting with the requirement the applicant prepare a more detailed Site Plan and address the issues raised in this Staff Report.

Suggested Motion:

I move that Case No. SUP-08-03-15, concerning the request of the Junction City Baptist Church, agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas, be continued to the September, 2015, MPC meeting and the applicant prepare a more detailed Site Plan and address the issues raised in the Staff Report, based on the reasons stated in the Staff Report and as heard at this public hearing.

6



JUNCTION CITY/MILFORD/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS



STAFF REPORT

September 10, 2015

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-08-03-15 – Consideration of a request for a Special Use Permit to

allow establishment of a church on property being considered under the proposed plat of the Junction City Baptist Church Addition, located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the

Armour-Eckrich facility on Lacy Drive, Junction City, Kansas.

This is the request of the Junction City Baptist Church, agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas. This case was first heard at the August, 2015, MPC meeting and was continued to this meeting.

After an extensive search, the Junction City Baptist Church has contracted to purchase this property from Mr. Johnson, subject to the zoning approval to allow the construction of the church. This is a 6.25 acre property when the unplatted land is combined with the existing platted lot as shown on the proposed Junction City Baptist Church Addition plat. This is a large property that is shown as mostly "undeveloped" on the Site Plan submitted with this application. It is the potential uses for the balance of the lot that are discussed below and were of special concern at the last meeting and were the basis for the continuance.

Under the amendments completed in 2012, the Junction City Zoning Regulations were amended to require a Special Use Permit for the establishment of a church, school, or certain other activities, but limited to only specific locations. The specific provisions of the Junction City Zoning Regulations state:

Section 445.180, SPECIAL USES ENUMERATED.

- B. Churches may be established in Residential Districts "RS" Suburban Residential, "RG" General Residential, "RD" Duplex Residential and "RM" Multiple-Family Residential.
- C. Schools, service or fraternal clubs, or YMCA, YWCA and other similar uses, as defined, may be established in any zoning districts except "IR" Restricted

Industrial, "IL" Light Industrial, "IH" Heavy Industrial and "IP" Industrial Park.

As can be seen, the intent of the amendments were to limit the location where these types of uses could occur; primarily because of the negative impacts of these uses on commercial and industrial land uses, especially concerning the potential intensive activities that could occur on commercial and industrial land uses that may be limited or restricted because of the presence of a church or school.

Staff discussed this issue with Armour-Eckrich prior to the August meeting. A representative was in attendance but chose not to speak. Staff has received no other comments regarding this proposal.

As noted last month, another important factor to be used in evaluating this request is the compatibility with the recommendations of the Comprehensive Plan. The proposed update to the Comprehensive Plan envisions all the land owned by Armour-Eckrich as being "Business Park/Industrial". There is no specific use shown on the Future Land Use Map that could be construed as a "buffer" between this land use designation and the adjoining land. In fact, the designation for this property is shown as "Single-Family Residential".

The proposed Comprehensive Plan does discuss the challenges with placement of certain "civic" land uses such as churches and schools, especially with respect to the "compatibility" points discussed above. While there is no specific "directive" within the Plan dealing with the circumstance specific to this case, the overall "guidance" of the Plan is to be aware of the potential conflicts and "mitigate" those conflicts if possible. The underlying intent would be to deny location of these types of land uses when the potential conflicts cannot be mitigated.

To that end, and based on the comments from last month's Staff Report, the applicants have provided a more extensive written description of the plans for the church at this location. The modified documentation is the basis for the comments that follow.

The Junction City Zoning Regulations provide guidance as to what should be addressed in a request for a Special Use Permit and what should be found in order to make an appropriate decision. Those guidelines, especially concerning the information submitted on the required Site Plan and found in Section 445.160 of the Junction City Zoning Regulations, and the staff comments concerning those, are as follows.

1. When deemed necessary, a topographic survey indicating the legal description, property boundary, existing contours, existing utilities and easements, and natural and manmade features of the property.

A copy of a topographic mapping of the property provided by the Geary County GIS Department was provided last month. The modified Site Plan showing the layout for the proposed church obviously has taken the topography into account. Staff believes the submitted documents prove the advisors to the Church are adequately addressing the topography in the submitted site plans for this request.

- 2. A Site Plan, drawn to the same scale as the topographic survey, indicating:
 - a. existing contours (shown as dashed lines);

See 1. above.

b. proposed contours (shown as solid lines);

See 1. above.

c. location and orientation of all existing and proposed buildings;

The submitted site plan clearly shows the location of the proposed building.

d. areas to be used for parking, including the number and arrangement of stalls;

The submitted site plan shows the location of the proposed parking. The submittal indicates the size of the proposed building would result in a specific number of stalls. Staff believes this to be correct to the extent that determination can be made under this level of review. The more detailed review of the parking requirements will be made as part of the "plan review" prior to the issuance of the building permit.

The most significant issued raised is the statement the church desires to make the driveway and parking area be "gravel" until some point in the future. As previously discussed in other cases, ONLY the City Commission can waive the required paving standards for any proposed construction. As a result, it is not within the authority of the MPC to grant that waiver through this Special Use Permit process; however, the City Commission may do so upon it final decision on the application.

Staff is not supportive of this request. We understand the costs and impacts paving of the driveway and parking lot may be; however, staff strongly believes the standard established by the City Commission regarding this matter should ONLY be waived under very unusual circumstances. Trying to avoid the costs, in the opinion of staff, is not a "very unusual circumstance".

e. areas to be developed for screening, including the location of plant materials, and screening structures and features;

There are no specific screening requirements for this type of use within the Junction City Zoning Regulations. As such, there is nothing proposed.

f. pedestrian and vehicular circulation, and their relationship to existing streets, alleys and public right-of-way;

The property will be accessible only from the drive entrance from Ecord Drive. Because of the nature and orientation of this property, no other access point is available or proposed. It should be noted the Comprehensive Plan envisions Strauss Boulevard being constructed between Spring Valley Road and Sandusky Drive, which would adjoin this property on its southern border if that road was constructed. Obviously, if that occurred, access to this property would be a consideration in the design of the road and would provide another access point to the property.

There are no sidewalks along Ecord Drive, or any other street within the Deer Creek Addition. As such, the pedestrian circulation is nonexistent for this property; at least with respect to separate facilities that could serve pedestrian users. Nothing is planned by the applicant beyond access to the property from the drive entrance from Ecord Drive.

g. points of ingress and egress;

See (f) above.

h. location of all existing and proposed utilities (sanitary sewage systems, water systems, storm drainage systems, gas lines, telephone lines and electrical power lines);

All utilities appear to be available to this lot. As noted in the Staff Report for the proposed Final Plat, water service is available from Ecord Drive, and sanitary sewer mains both cross this lot, and are constructed adjacent to it. All other utilities appear to be available, mostly from the Deer Creek Addition. Please note a copy of the revised Final Plat is provided for your information, which shows the easement for the sanitary sewer main that crosses this property and to which access may be provided for the church. That will be determined during review for the building permit.

i. drainage controls (retention or detention ponds);

Staff believes the new proposed design should mitigate any "drainage" issues onsite. The final plans submitted for a building permit will provide the detailed information that will address drainage concerns beyond what is to be evaluated for the zoning approval.

j. location, size and characteristics of identification and business signs;

The applicant is proposing a ground sign at the entrance from Ecord Drive. As discussed within the written description of this project, what is proposed is permitted by the existing Sign Code of Junction City. The details regarding that final sign will be addressed during the sign permit approval process.

k. lighting layout, appurtenances, and intensity of illumination;

The applicant proposes light poles within the parking lot for its outside lighting. As noted, the lights will be shielded to prevent glare and "light spillage" onto adjoining properties. These standards are within the overall City Code and will be addressed for final detail during the building permit review process.

l. proposed finished floor elevations of all buildings and structures.

There is no specified finish floor identified on the Site Plan. This will be shown and included in the building permit review process. Any adjustments necessary will be addressed as a condition requiring modifications before a building permit would be issued.

3. A statement of intent shall accompany the Site Plan to explain the measures used to achieve compatibility of the proposed development with surrounding properties through the planning of the site and the location and design of structures.

The applicant has submitted a more detailed and extensive statement of intent. The staff comments herein address the issues we believe are applicable to the proposed use, to the extent identified at this point by the applicant.

Further, the Junction City Zoning Regulations, Section 455.160, provide the following:

In the process of reviewing any Site Plan, the Planning Commission and/or Governing Body may provide approval of the Site Plan conditioned upon certain limitations or restrictions deemed necessary to protect the public interest and surrounding properties, including, if any, the following:

- 1. Limitations on the type, illumination and appearance of any signs or advertising structures.
- 2. Direction and location of outdoor lighting.
- 3. Arrangement and location of off-street parking and off-street loading spaces.
- 4. The type of paving, landscaping, fencing, screening and other such features.
- 5. Limitations on structural alterations to existing buildings.
- 6. Prohibition of use or construction of any structure to be used for a single-family dwelling, including a manufactured home.
- 7. Plans for control or elimination of smoke, dust, gas, noise or vibration caused by the proposed use.

- 8. Waiver of any standards, requirements or depiction of information required by this Article when requested by the applicant and shown to be unnecessary as applied to the specific case in question.
- 9. Such other conditions and/or limitations that are deemed necessary.

The staff recommendation is provided below.

Staff Recommendation:

Staff believes the applicant has provided much more information for the full evaluation of this request; especially as to how the longer term plans may evolve given the adjacent heavy industrial use to the south. Staff does not support the waiver of the paving requirements for the driveway and parking areas. Otherwise, staff believes this request to be acceptable and the submitted site plan to adequately address all previously stated concerns.

Therefore, staff is recommending this case be recommended for approval, subject to not supporting the waiver of the paving standards for the driveway and the parking, and subject to the understanding that any other development of the property resulting in new uses not addressed by the written statement or the submitted site plan require an amendment to this Special Use Permit.

Suggested Motion:

I move that Case No. SUP-08-03-15, concerning the request of the Junction City Baptist Church, agent, on behalf of Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas, be recommended for approval to the City Commission of the City of Junction City, Kansas, subject to not waiving the paving standards for the driveway and parking area, and subject to the understanding that any other development of the property resulting in new uses not addressed by the written statement or the submitted site plan require an amendment to this Special Use Permit, based on the reasons stated in the Staff Report and as heard at this public hearing.

6

JUNCTION CITY BAPTIST CHURCH ADDITION

DESCRIPTION OF

PROPOSED DEVELOPMENT

September 4, 2015

It is the intent of Junction City Baptist Church to purchase the 6.25 acres of property from Bruce Johnson contingent upon approval of a Special Use Permit for the purpose of establishing a church on the property currently zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City Kansas.

The Final Plat for the Junction City Baptist Church Addition was approved by the Metropolitan Planning Commission at the meeting on August 13th 2015. Junction City Baptist Church is submitting an updated Preliminary Site Plan to be presented to the Planning Commission at the upcoming September 10th meeting.

Following is a written summary of what Junction City Baptist Church is initially proposing to develop on the site, if the Special Use Permit is granted:

Proposed Buildings and Structures

PROPOSED CHURCH BUILDING - The updated Preliminary Site Plan shows a church building with the main level consisting of 6,900 square feet, with a walkout lower level on the back (west) side of the church. This proposed building will have two major entrances one at the front (upper level), and one at the back (lower level) with the two finish floor levels varying approximately 12 feet in height. The church building will have an attractive steeple constructed on the roof, which is typical of most churches.

Final building materials and design have not yet been determined, but initial thoughts are a quality metal building with the front of the building partially or completely finished with brick or stone veneer. If the Special Use Permit is granted, an Architect will be employed to help with final design of the building. That being said the final building footprint, design, and square footage may change slightly compared to what is currently shown on the Preliminary Site Plan. Certainly the intent of the final design is for a building that is functional to meet the needs of the church and is also attractive and will compliment the character of the neighborhood.

PROPOSED STORAGE/MAINTENANCE BUILDING – The Site Plan also shows a small Storage Shed to be used for extra storage for the church, as well as house maintenance equipment to be used in maintaining the property. Initial thoughts on design of this building is to use similar building materials as that used for the church building. The building on the Site Plan as dimensions of 15 feet by 20 feet, but this may change some with during final design.

PROPOSED SIGN – The Site Plan designates sign, which will be a two-sided ground sign positioned inside the property line on the south side of the proposed entrance drive along Ecord Drive. The Site Plan shows the sign being 10 feet long, but final design is not yet complete. The sign will probably be between 10 to 18 feet in height, and will contain essential church information such as church name, address, phone number, and times of services. Other information the sign may contain would be sermon titles, information on special meetings, and possibly a Bible verse or a short phrase of challenge or encouragement. The base of the sign will be constructed of similar material as the veneer on the front of the church building.

The sign will probably be internally lit, but if that is not affordable, ground lighting will be used initially until an internally lit sign can be used. At some time in the future there is hope of using an electronically programmed sign.

PROPOSED LIGHTING – The Site Plan shows parking lot light pole locations. The lighting will be full cut-off design so that the light will be shielded from spilling onto surrounding properties. The light poles will be approximately 20 feet in height. Exact lighting fixtures have not yet been selected.

Proposed Landscaping

If the Special Use Permit is granted, and once the church building and associated parking are constructed, initial landscape plantings will be installed consisting of shade, ornamental, and evergreen trees. Eventually some foundation plantings will be installed, and low plantings to enhance the entrance sign.

Proposed Drainage

The existing site drains from the northeast to southwest, and has a natural drainage channel at the middle of the site that generally runs from north to south through the property. The hope in developing this site is to leave all or most of this drainage way undisturbed. There is also a fairly significant slope on the front (east) side of the property. Junction City Baptist Church desires to use this slope condition to construct the building to have a walk out entrance on the back (west) side of the building, as stated earlier.

It has not yet been determined whether some type of storm water detention would be appropriate for this site. If the Special Use Permit is issued, and if requested by the City, Junction City Baptist Church will have some initial storm water studies conducted to determine if there is a need for storm water detention.

Proposed Circulation

PUBLIC ACCESS – Access to the site's off-street parking lot is off Ecord Drive. Internal sidewalks will connect the Church Building entrances to the parking. There are currently no

public sidewalks along Ecord Drive, so no sidewalks are shown on the Preliminary Site Plan connecting the site to the public right of way.

OFF-STREET PARKING – Junction City Baptist Church initially has estimated (based on the 6,900 sq. ft. building shown on the Site Plan) that there will initially be 220 fixed seats in the church building. Based on parking requirements of (1) parking space for every (4) fixed seats, (55) parking spaces will be needed, and (58) parking spaces are shown on the plan. The Site plan also shows another (25) parking spaces for future expansion to accommodate an additional 100 fixed seats.

Due to possible budgeting constraints, initial entrance drive and parking lot surfacing may be gravel. Future intent is to install a hard surface paving, either asphaltic concrete paving or portland cement concrete paving.

Closing Statements

The general character of the neighborhood consists of sparse single family homes on larger lots, with anticipated future residential growth throughout the neighborhood. The Armour-Echrich plant exists to the south of this proposed church development.

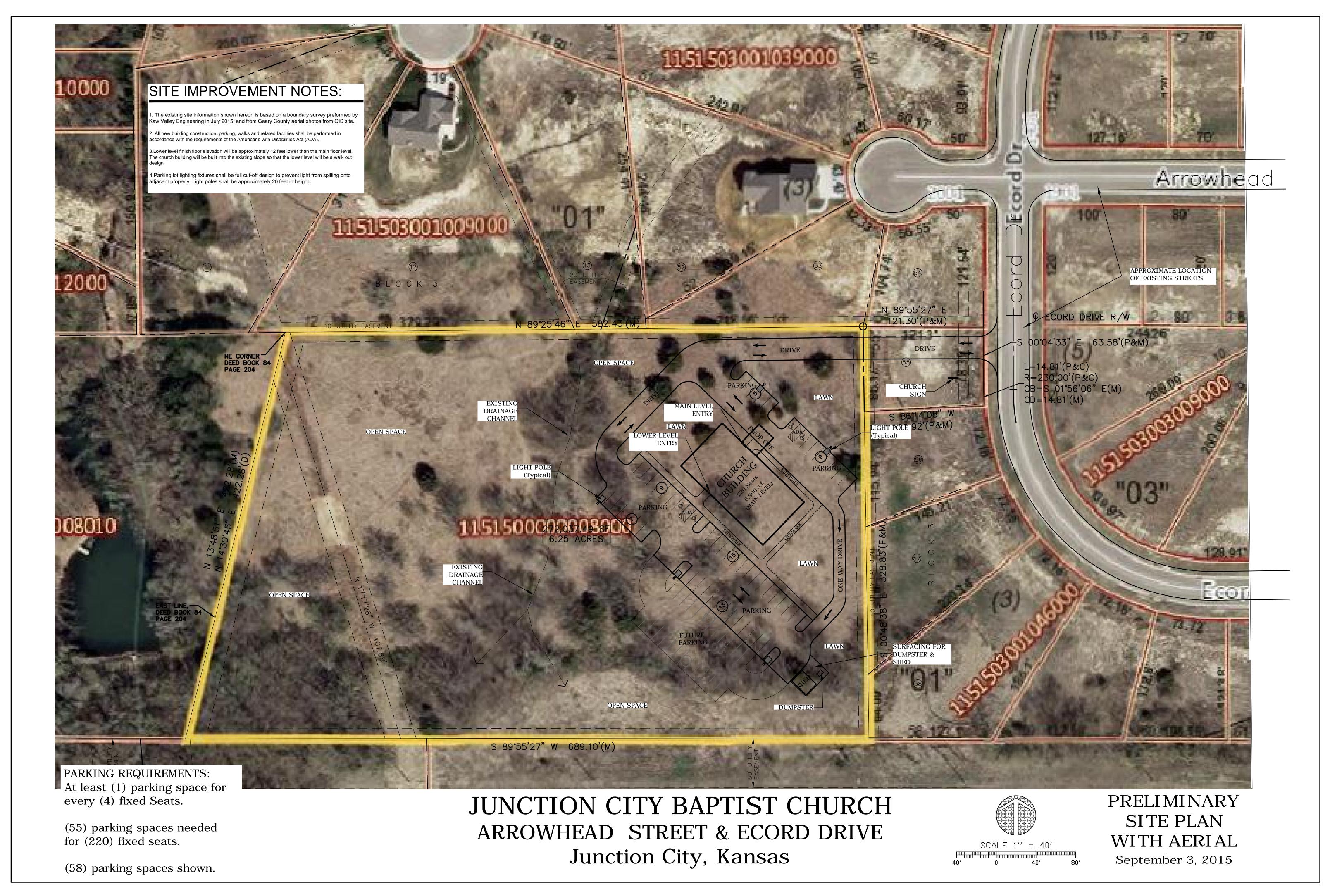
Junction City Baptist Church believes this is an ideal location for a church property. Most churches are located in residential neighborhoods to provide a place of worship and to be there to meet the spiritual needs of the community. If this site is developed, the church property will also provide an additional buffer between the Armour-Echrich plant and the residential neighborhood.

It is the hope of Junction City Baptist Church that the Metropolitan Planning Commission will recommend to the Governing Body that a Special Use Permit be granted to establish a church on this 6.25 acre property.

Contact Information

Pastor Adam Langston Junction City Baptist Church 785-223-2565 junctioncitybaptist@gmail.com

Gary Schooley Schwab Eaton, P.A. 785-565-1160 gschooley@schwab-eaton.com



SITE IMPROVEMENT NOTES:

The existing site information shown hereon is based on a boundary survey preformed by Kaw Valley Engineering in July 2015, and from Geary County aerial photos from GIS site.
 All new building construction, parking, walks and related facilities shall be performed in accordance with the requirements of the Americans with Disabilities Act (ADA).

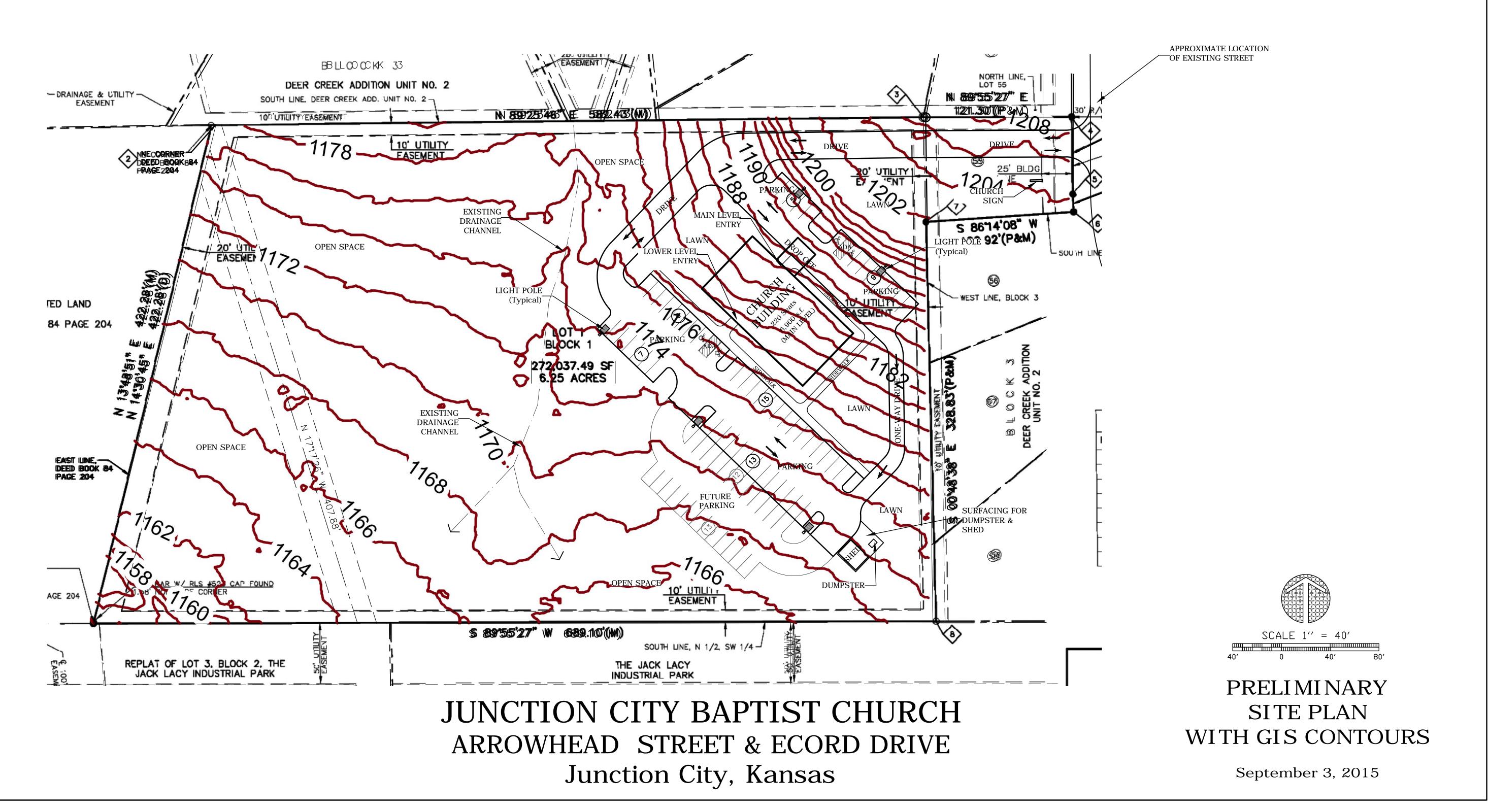
3.Lower level finish floor elevation will be approximately 12 feet lower than the main floor level. The church building will be built into the existing slope so that the lower level will be a walk out design.

4. Parking lot lighting fixtures shall be full cut-off design to prevent light from spilling onto adjacent property. Light poles shall be approximately 20 feet in height.

PARKING REQUIREMENTS:
At least (1) parking space for every (4) fixed Seats.

(55) parking spaces needed for (220) fixed seats.

(58) parking spaces shown.



ORDINANCE NO. S-3165

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO AUTHORIZE THE ESTABLISHMENT OF A CHURCH ON CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by Junction City Baptist Church, agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas; and,

WHEREAS, the Metropolitan Planning Commission of Junction City/Milford and Geary County conducted public hearings on Case No. SUP-08-03-15, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on August 13, 2015, and September 10, 2015; and,

WHEREAS, the Metropolitan Planning Commission has recommended the City Commission of the City of Junction City, Kansas, approve the Special Use Permit to permit the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

Section 1. The following described property is hereby granted a Special Use Permit to allow the establishment of a church, subject to the conditions and restrictions listed herein:

METES AND BOUNDS DESCRIPTION:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, AND ALL LOT 55 IN BLOCK 3 OF DEER CREEK ADDITION UNIT NO. 2, CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE ALONG AN ASSUMED BEARING ON THE SOUTH LINE OF SAID NORTH HALF, N 89°55'27" E 853.60 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 84 AT PAGE 204 AND THE POINT OF BEGINNING; THENCE ON THE EAST LINE OF SAID TRACT, N 13°48'51" E 422.28 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE SOUTH LINE OF SAID DEER CREEK ADDITION UNIT NO. 2; THENCE ON SAID SOUTH LINE, N 89°25'46" E, 582.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 55; THENCE ON THE NORTH LINE OF SAID LOT 55, N 89°55'27" E 121.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 55; THENCE ON THE EAST LINE OF SAID LOT 55, S 00°04'33" E 63.58 FEET TO THE BEGINNING OF A CURVE; THENCE CONTINUING ON SAID EAST LINE, SOUTHERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 14.81 FEET AND WHOSE CHORD BEARS S 01°56'06" E 14.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 55: THENCE ON THE SOUTH LINE OF SAID LOT 55, S 86°14'08" W 120.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 55; THENCE ON THE WEST LINE OF SAID BLOCK 3. S 00°48'38" E 328.83 FEET TO SAID SOUTH LINE OF THE NORTH HALF: THENCE ON SAID SOUTH LINE, S 89°55'27" W 689.10 FEET TO THE PONT OF BEGINNING. **CONTAINS 6.25 ACRES, MORE OR LESS.**

Section 2. The Special Use Permit herein granted shall be subject to the following conditions and restrictions:

- A. The request to waive the paving requirement for the access drive and parking areas required is denied and the paving of said areas shall comply with the requirements of the City of Junction City, Kansas.
- B. The final Site Plan shall be binding on the development of the property for church uses.
- C. Any future modifications different than shown on the approved Site Plan requires compliance with the then applicable Zoning Regulations of Junction City, Kansas, including the potential of formal approval of a revised Site Plan through the Metropolitan Planning Commission and/or the City Commission of Junction City, Kansas.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the <u>Junction City Daily Union</u>.

PASSED AND ADOPTED THIS 6th DAY OF OCTOBER, 2015.

	MICK McCALLISTER, MAYOR
ATTEST:	
TYLER FICKEN. CITY CLERK	

Backup material for agenda item:

c. Consideration of Case No. FP-08-02-15, a request from Kaw Valley Engineering, agent, on behalf of Junction City Baptist Church, contract buyer, and Bruce Johnson, owner, to approve the Final Plat of the Junction City Baptist Church Addition to the City of Junction City, Kansas, located west of Ecord Drive, which is west of Sandusky Drive and north of Armour-Eckrich.

JUNCTION CITY/MILFORD/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS

MINUTES

September 10, 2015

Members Members Staff (Present) (Absent) (Present)

Maureen Gustafson, Chair Ken Mortensen, Vice-Chair Cindy Carlyon (arrived at 7:23 p.m.) Brandon Dibben Gayle Edmiston Mike Watson Jeff Underhill (after Oath of Office) **Dave Yearout**

1. CALL TO ORDER & ROLL CALL

Chair Gustafson called the meeting to order at 7:00 p.m. and declared a quorum.

2. APPROVAL OF MINUTES – Consideration of the July 9, 2015, and August 13, 2015, minutes.

Commissioner Mortensen moved to approve both sets of minutes as written. Commissioner Edmiston seconded the motion and it carried unanimously.

3. SPECIAL BUSINESS

<u>Item No. 1</u> – Swearing in of new member by Junction City Clerk Tyler Ficken.

The Oath of Office was administered by Tyler Ficken, Junction City City Clerk, to Mr. Jeff Underhill. Chair Gustafson and Commissioners welcomed Mr. Underhill as a new member.

4. OLD BUSINESS

<u>Item No. 1</u> – Case No. CP-03-01-15 ~ Continued Public Hearing on the proposed update to the Junction City/Geary County Comprehensive Plan.

Chair Gustafson opened the public hearing and asked for the staff report.

Mr. Yearout stated copies had been provided the MPC members at the last meeting. A review of the document shows there are still some minor "typographical" errors that

may be cleaned up when the document goes to the "final adopted version". However, as far as the substance of what the plan intends to convey, staff believes the Comprehensive Plan achieves everything the MPC desired to see in the document. In particular, staff is pleased with the Future Land Use Plan maps, which have been revised as discussed at previous meetings.

Mr. Yearout noted a copy of a Resolution of Adoption by the Metropolitan Planning Commission has been prepared and is being presented with a recommendation the MPC adopt that Resolution, which will effectively adopt the Comprehensive Plan by the Metropolitan Planning Commission and allow staff to proceed with preparation of the document in a form and format to be submitted to the Junction City City Commission and the Geary County Board of County Commissioners for adoption by those respective governing bodies. Once that is completed, the Comprehensive Plan becomes the official Plan for the City and County.

Commissioner Watson inquired about the story in the newspaper indicating the Kansas Department of Transportation was beginning work on an overpass on Ash Street over the railroad east of Washington Street. Mr. Yearout stated there had been no indication such a project was proposed by KDOT. Such a project would have to be included in the work of the Flint Hills Metropolitan Planning Organization, which addresses all KDOT funded projects in the region. Mr. Yearout stated staff would verify what was being discussed and provide that information to the MPC; however staff believed the story should have talked about work planned on 6th Street and the overpass.

The general discussion that followed confirmed staff's perception the Plan stated what was desired and that some "editing" clean-up would be useful. Otherwise, the MPC felt the Plan was acceptable.

Thereupon, Commissioner Mortensen moved to adopt MPC Resolution 2015-1, a Resolution adopting the proposed Comprehensive Plan for Junction City and Geary County, Kansas, as presented. Commissioner Dibben seconded the motion and it carried 6 to 0, with Commissioner Carlyon absent.

5. NEW BUSINESS

<u>Item No. 1</u> - Case No. SUP-08-03-15 ~ Continued Public Hearing for a Special Use Permit to allow establishment of a church.

Chair Gustafson opened the public hearing on this case that was continued from the August meeting and called for the staff report.

Mr. Yearout stated this is the application of the Junction City Baptist Church, agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City. The case was considered at the August meeting and was continued with the request a more detailed site plan and overall statement of intent for the church be given. In particular, a series

of issues outlined in the staff report from the August meeting were to be addressed by the applicant.

Mr. Yearout noted a revised Site Plan was included in the packets provided the MPC, along with a detailed written summary of the overall plans and intentions for the development of the church.

Mr. Yearout noted, in the opinion of staff, the overall submission meets all the requirements and intentions of the Junction City Zoning Regulations and the discussions and requests outlined at the previous meeting by the MPC. Mr. Yearout noted, however, the submittals indicated a desire to not pave the access drive or parking areas until a future date. Mr. Yearout reported this was beyond the authority of the MPC to "waive" the paving requirement, and that only the City Commission could do so. Further, Mr. Yearout noted staff would strongly recommend against waiving the paving requirement because of the precedent this would establish within the City. Mr. Yearout noted waivers had been granted previously on three occasions, but the circumstances in those instances were much different than what this request entails.

Regardless, staff recommends the Special Use Permit be recommended for approval as outlined in the revised documentation and site plan, with the exception of supporting the waiver of the paving requirement. The recommended conditions and stipulations are as outlined with the Staff Report, which includes the understanding the Site Plan submitted, if approved, will limit all future development on the property to only what has been shown and that, if additional buildings, or other areas are to be used beyond "passive uses", a request to amend this Site Plan will be required.

Commissioner Carlyon arrived at the meeting.

There being no questions of staff or comments, Chair Gustafson opened the hearing for public comment.

<u>Gary Schooley, Schwab-Eaton, Manhattan,</u> stated he was assisting the Church in the processing of this request. He stated he understood the comments regarding the paving waiver. Obviously, the church was desiring to reduce the expense at the frontend of the project. He indicated everyone at the church understood the concerns raised by staff and the church would follow the direction of the City Commission and MPC.

Adam Langston, 2929 Union Road, Chapman, pastor of the church, reaffirmed the issue of the paving of the access drive and paving as stated by Mr. Schooley. He also indicated he understood the limitation of the development of the property being tied to the approved Site Plan. Had everyone been more aware of what the process entailed, the church may have attempted to develop a "master plan" for the entire property; however, he acknowledged that would be more speculative, whereas, what is presented with this plan is what is intended.

Discussion ensued among the Commission on the submittals and the issue of the requested waiver of the paving requirements. In general, the Commission members

were highly complementary to the church representatives for the information provided. It was felt everything the regulations and the Commission were concerned with had been addressed. The unanimous position of the MPC members was to not recommend a waiver of the parking requirements because of the precedent such an action would establish throughout the City.

There being no further appearances, Chair Gustafson closed the public hearing. Hearing no further questions, comments or discussion, Chair Gustafson called for a motion.

Commissioner Watson moved that Case No. SUP-08-03-15, concerning the request of the Junction City Baptist Church, agent, for Bruce Johnson, owner, requesting a Special Use Permit to allow the establishment of a church on property zoned "RS" Suburban Residential and a small portion zoned "RD" Duplex Residential District on Ecord Drive, Junction City, Kansas, be recommended for approval to the Governing Body subject to the conditions and stipulations outlined in the Staff Report; especially a statement to not support the waiver of the paving requirement for the access drive and parking, based on the reasoning as presented at this public hearing. Commissioner Mortensen seconded the motion and it passed a vote of 6 to 0, with Commissioner Carlyon abstaining because of not being present for the entire presentation.

BOARD OF ZONING APPEALS ~ Recess as Metropolitan Planning Commission and Convene as Board of Zoning Appeals

Chair Gustafson declared the Metropolitan Planning Commission recessed and convened as the Board of Zoning Appeals.

6. OLD BUSINESS ~ None

7. NEW BUSINESS

<u>Item No. 1</u> – Case No. VC-09-01-15 ~ Public Hearing on a request to Vacate a platted Building Setback.

Application of Dennis Lenhart, owner, requesting the vacation of a platted building setback line in the Moske's Addition to Cedar Estates, at 10802 Moske Circle, Milford, Geary County, Kansas.

Chair Gustafson opened the public hearing and called for the staff report.

Mr. Yearout reported the applicant was not present for this public hearing; however the circumstances for that absence should be allowed inasmuch as the applicant is Shari Lenhart's brother and they both have been dealing with the death of their mother, whose funeral was today. Mr. Yearout stated he felt, under the circumstances, he was comfortable presenting the facts regarding this request and that it would not be necessary to continue the hearing since there was no one directly representing the applicant.

Mr. Yearout stated Mr. Lenhart had submitted a building permit application to construct a roof over the existing concrete patio on the west side of the home, which is the front door. That building permit application could not be approved because of the platted building setback, which is 50-feet from the front property line. The home itself complies with that restriction; and the concrete patio does not violate that setback restriction because it is "uncovered". It is the roof that causes the problem.

Following conversation with Mr. Lenhart, it was determined the best remedy would be to vacate the building restriction and allowed the setback requirements of the Zoning Regulations to control structures on the lot. The Zoning Regulations require a 30-foot setback from the front property line; which would permit the roof over the patio without any violation of any restrictions.

Mr. Yearout reported he could find no record to indicate why the 50-foot setback was established; especially since these were originally platted as 1-acre lots and the Zoning Regulations in effect had a 30-foot setback requirement.

Given the facts in this case, Mr. Yearout noted staff is recommending the entire platted building setback for the front yard be vacated and the underlying restrictions of the Zoning Regulations control any construction on the lot.

Commissioner Mortensen asked whether it would be acceptable to reduce the building setback restriction to 40 feet, and whether that would still allow the roof and not be harmful to other homes on the that street frontage.

Mr. Yearout stated it was possible to vacate only a portion of the restriction; however that would necessitate creation of a legal description of the exact area being vacated and could be a challenge because the applicant does not own all of the platted lot. Further, the only home potentially impacted on that street frontage is immediately to the south and, because Moske Circle curves at that location, the home to the south is already "closer" to the street, if it went straight, than what this vacation would allow.

There being no further questions of staff, Chair Gustafson opened the public hearing for comments from the public.

There being no comments from the public, Chair Gustafson closed the public hearing and opened the meeting for comments or a motion from the Board.

Commissioner Mortensen moved that Case No. VC-09-01-15, the request of Dennis Lenhart, owner, requesting the vacation of a platted building setback line in the Moske's Addition to Cedar Estates, at 10802 Moske Circle, Milford, Geary County, Kansas, be recommended for approval to the Geary County Board of County Commissioners. Commissioner Underhill seconded the motion and it passed unanimously.

METROPOLITAN PLANNING COMMISSION – Adjourn as Board of Zoning Appeals and reconvene as Metropolitan Planning Commission

Chair Gustafson declared the Board of Zoning Appeals adjourned and reconvened as the Metropolitan Planning Commission

7. **GENERAL DISCUSSION** – None.

8. ADJOURNMENT

Commissioner Edmiston moved to adjourn. Commissioner Dibben seconded the motion and it carried unanimously. Chair Gustafson declared the meeting adjourned at 8:03 p.m.

Maureen Gustafson, Chair	
ATTEST:	
David L. Yearout, Secretary	

PASSED and APPROVED this 8th day of October 2015.

City of Junction City

City Commission

Agenda Memo

October 6, 2015

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Allen Dinkel, City Manager

Subject: Final Plat and Development Agreement – Junction City Baptist Church Addition

Issue: Consideration of **Case No. FP-08-02-15**, request of Kaw Valley Engineering, agent, and Junction City Baptist Church, contract buyer, on behalf of Bruce V. Johnson, owner, seeking approval of the Final Plat for the Junction City Baptist Church Addition to Junction City, Kansas, located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the Armour-Eckrich facility on Lacy Drive.

Explanation of Issue: This property is the location of the proposed new Junction City Baptist Church. It includes unplatted land and a single lot in Deer Creek Addition Unit No. Two, which is the lot facing Ecord Drive. This will create a single lot approximately 6 acres in size. The Special Use Permit application provides a Site Plan showing the manner in which the proposed church is to be built, and that has been recommended for approval by the MPC. The proposed development of the property does not require extension or modification of any utilities or streets, so no Development Agreement is necessary for consideration of this plat. This plat does establish an easement encasing an existing sanitary sewer line that crosses the western end of the unplatted land that was established when this area developed. It appears that sewer line was not covered by a recorded easement, but the approval of this plat will resolve that issue.

The only other issue that will need to be addressed is the action that will be necessary to change the Special Assessments levied against the single lot in Deer Creek Addition that is being replatted by this plat. Those specials have a number of years remaining on them and the applicants are fully aware the City will be applying those specials to the newly created lot. That process can be addressed more fully by the City Attorney.

The Metropolitan Planning Commission considered this request on August 13, 2014. By unanimous vote, the MPC recommended the final plat for Junction City Baptist Church Addition to Junction City, Kansas, be approved, subject to the final plat reflecting the changes noted above and with the understanding the City Commission would take the necessary steps to levy the Special Assessments on the single lot in Deer Creek Addition being replatted by this plat to the newly created lot in this plat.

Alternatives: In accordance with K.S.A. 12-752, for the Final Plat to be approved for recording with the Register of Deeds the City Commission must approve the plat, thereby accepting the dedications granted thereon. The City Commission must also approve the ordinance, or whatever other actions recommended by the City Attorney, to change the special assessments from the lot in Deer Creek Addition to this newly created lot.

Staff Recommendation: Approve the Final Plat of the Junction City Baptist Church Addition to the City of Junction City, Kansas, as presented, and authorize the Mayor and City Clerk to sign accordingly.

Suggested Motion:

Commissioner	moved th	nat the	Final I	Plat of	the .	Junction	City	Baptist
Church Addition to the City of Junction City, Ge	eary Count	y, Kans	as, be	approv	ed as	s present	ied; a	ind that
the Mayor and City Clerk be authorized to sign	n the plat a	acceptir	ng the	dedicat	tions	thereon,	on be	ehalf of
the City of Junction City, Kansas.								

Commissioner	seconded the motion.

Enclosures:

Copy of Minutes of the August 13, 2015, MPC Meeting Copy of Staff Report Copy of Final Plat of Junction City Baptist Church Addition



JUNCTION CITY/MILFORD/GEARY COUNTY METROPOLITAN PLANNING COMMISSION BOARD OF ZONING APPEALS



STAFF REPORT

August 13, 2015

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: FP-08-02-15 – Request to consider the Final Plat for the Junction City

Baptist Church Addition to Junction City, Kansas, located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the Armour-

Eckrich facility on Lacy Drive.

This is the request of Kaw Valley Engineering, agent, and Junction City Baptist Church, contract buyer, on behalf of Bruce V. Johnson, owner, seeking approval of the Final Plat for the Junction City Baptist Church Addition to Junction City, Kansas, located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the Armour-Eckrich facility on Lacy Drive.

This is an approximately 6 acre tract of land and includes the unplatted land owned by Mr. Johnson and the single lot identified as Lot 55 in Block 3 of Deer Creek Addition Unit No. 2, which Mr. Johnson acquired at a tax sale a little over a year ago in order to provide access or frontage onto a public road. This plat will create a single lot, which will include all the unplatted land as well as the lot from Deer Creek Addition Unit No. 2. The intended use of the property will be for the church, which is being addressed through the Special Use Permit application being considered at this same meeting.

The consideration of the plat should be considered separately from the Special Use Permit because of the requirement that no new construction of a building within the City can occur unless it is on a platted lot. As such, the platting of this property can be considered on its own and the decision on the Special Use Permit will be based on the issue relative to the church land use only.

The plat appears to be in conformance with the requirements of the Junction City Subdivision Regulations and is being recommended for approval without any modifications.

At the plat review meeting held on August 10, 2015, no representatives from Westar or Kansas Gas Service were present. It is presumed the easements shown on the proposed plat are sufficient for any needs either of these utilities may require.

City Engineering reports existing sanitary sewer mains cross this property and will provide adequate access to the sanitary sewer system for any development that might occur. It should be noted that the proposed plat DOES NOT show the sanitary sewer line and the presumed easement for that line. That information must be shown on the plat, or an easement

needs to be added to this lot to put the sanitary sewer line in an easement as required by the Subdivision Regulations.

City Engineering reports there is a water main along Ecord Drive that will provide access to the public water system. A determination will need to be made as to the issue of fire hydrant coverage for the proposed church and whether it will necessitate the need to extent a public water main onto this property. If needed, the developer/owner of this property will be required to install and pay for the extension of a public water main and installation of a fire hydrant required to serve the lot.

There are no specific drainage issues that result from the creation of this lot; however, drainage concerns will need to be addressed within the Site Plan required to be submitted as part of the Special Use Permit and in conjunction with a building permit application.

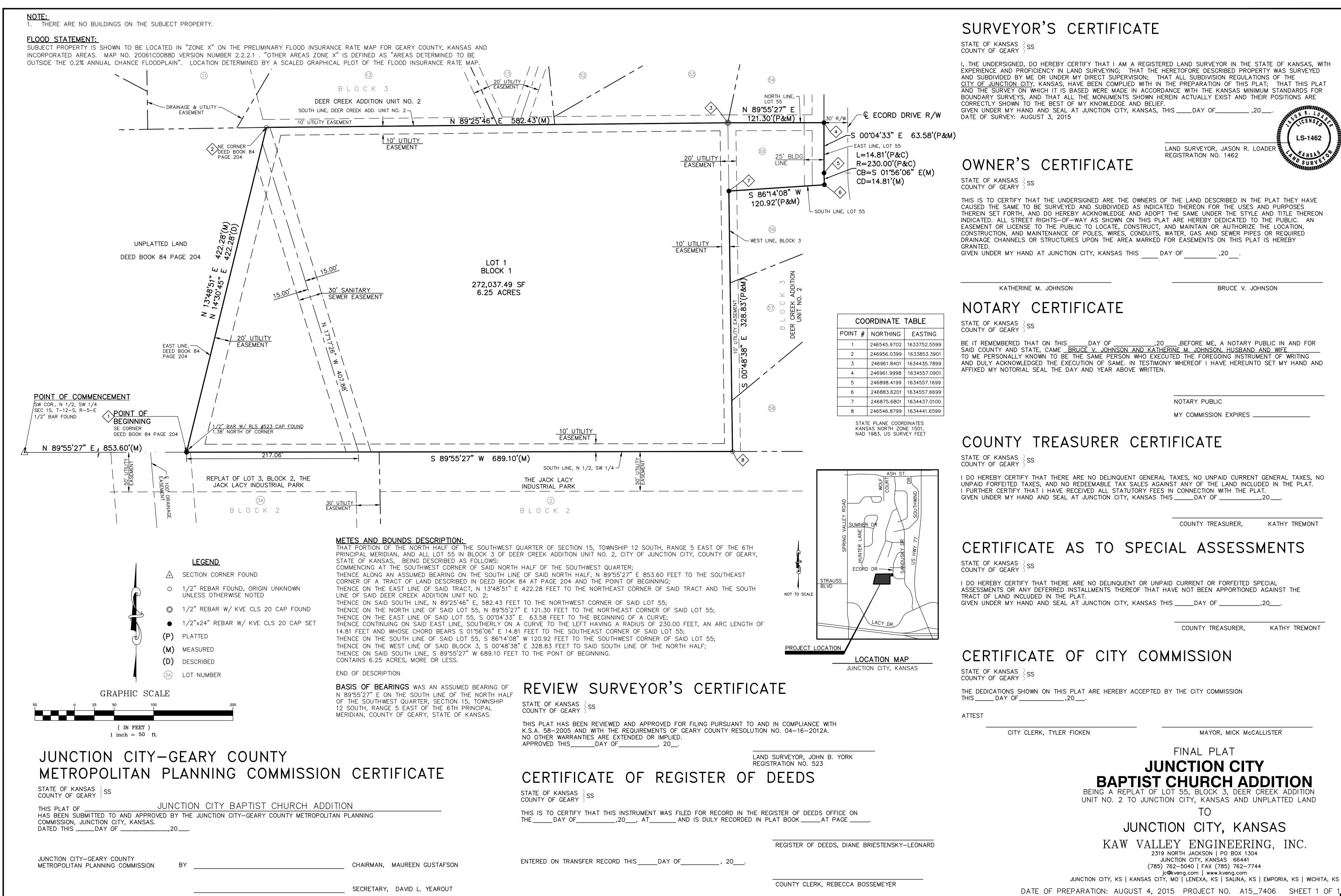
It should be noted this plat will not be forwarded for final action until the details concerning the required improvements have been outlined within the Development Agreement, which will detail the specific costs associated with the improvements and the developer shall be solely and exclusively responsible to pay those costs. These will include the extension of the water main, the fire hydrant, any future drainage modifications identified during the building permit review and approval process noted above.

Staff Recommendation:

Staff recommends the request of Kaw Valley Engineering, agent, and Junction City Baptist Church, contract buyer, on behalf of Bruce V. Johnson, owner, seeking approval of the Final Plat for the Junction City Baptist Church Addition to Junction City, Kansas, located west of Ecord Drive in Deer Creek Addition Unit #2, and generally north of the Armour-Eckrich facility on Lacy Drive, be approved and the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance, subject to showing the easement for the existing sanitary sewer line on the western portion of the proposed lot (either referencing the existing easement of record or creating the necessary easement on this plat) and the finalization of the Development Agreement covering the public infrastructure modifications.

Suggested Motion:

I move that Case No. FP-08-02-15, the application of Kaw Valley Engineering, agent, and Junction City Baptist Church, contract buyer, on behalf of Bruce V. Johnson, owner, seeking approval of the Final Plat for the Junction City Baptist Church Addition to Junction City, Kansas, be approved and the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance, subject to showing the easement for the existing sanitary sewer line on the western portion of the proposed lot (either referencing the existing easement of record or creating the necessary easement on this plat) and the finalization of the Development Agreement covering the public infrastructure modifications; and based on the findings outlined in the staff report and as heard at the meeting.



LS-1462

KATHY TREMONT

Backup material for agenda item:

d. Discussion and Review of Requirements to Obtain a Building Permit.

City of Junction City

City Commission

Agenda Memo

10-01-2015

From:

Allen J. Dinkel, City Manager

To:

Governing Body

Subject:

Discussion and Review of Requirements to

Obtain a Building Permit

Objective: Discuss the requirement that requires that a person or entity obtaining a building permit, must furnish to the City a copy of receipts or other form of verification from the County Treasurer confirming that all real property taxes and installments of special assessments against all properties within the corporate limits of the City which are owned by the applicants, and which are due and owing on the date the permit is issued, have been paid.

Explanation of Issue: Before December 7, 2010, the City Commission added the above mentioned requirement to obtain a building permit. Even though I assume the purpose was to encourage the payment of property taxes and specials, it may have simply stopped many developers from building in the community. I have been recently asked by a local developer/builder about removing this requirement as it is common for developers to not have these all paid until the project is completed and they are then paid in order to sell the property. He felt this would encourage more development and this would increase sale of items and materials needed during construction and the City would benefit from increased sales tax collections.

Budget Impact: The City would benefit by increases sales tax revenues and valuation of the City would increase as more structures are built.

Staff Recommendation: Discuss the possibility of removing this requirement.

Attachments: Section of the December 7, 2010 Edition of the code of the City of Junction City, Kansas regarding building and construction.

- C. In addition to the requirements of (B) above, a building permit shall not be issued or, if issued, shall not remain valid, unless the following conditions with respect to the applicant are satisfied:
 - 1. Each individual or entity (defined below) included in the definition of "applicant" below, must furnish to the City a certificate, signed by the applicable individual or entity, under penalty of perjury, which identifies all real property owned by the individual or entity within the City, and for each property listed, the applicant must furnish to the City a copy of receipts or other form of verification from the County Treasurer, confirming that all real property taxes and installments of special assessments against all properties within the corporate limits of the City which are owned by the applicant, and which are due and owing on the date the permit is issued, have been paid in full.
 - 2. If the work is not completed and the building permit remains outstanding on subsequent dates on which taxes and installments of special assessments become due and payable. Applicant must provide evidence to the City that the then current taxes and installments of special assessments for the properties described in Subsection (C)(1) above have been paid in full on or before such subsequent tax due date.

It shall be unlawful for an applicant to transfer title to real property for the purpose of avoiding compliance with this Section.

- D. The term "applicant" includes:
 - Any person or legal entity (defined below) that has an ownership interest in the parcel, and
 - 2. Any person or legal entity that will perform the work for which a building permit is issued.

If the application is signed by a person on behalf of a legal entity, "applicant" shall include that person and the legal entity. The term "legal entity" means any entity other than a natural person and shall include sole proprietorships, corporations, partnerships, limited liability companies, joint ventures, trusts and, as applicable, all owners, shareholders, partners, members, joint venturers, grantors or settlers and trustees of such entities. The term "legal entity" shall not include the shareholders, partners or members in the case of any legal entity which is a publicly traded company.

E. If the applicant fails to satisfy the requirements of Subsections (C)(1) and (2) above, no permit shall be issued or, if issued and outstanding, the permit shall be immediately revoked and a stop work order shall be issued until the requirements are satisfied, including the payment in full of any deficient property taxes and/or deficient installments of special assessments. Such revocation and stop work order shall be in addition to any criminal or civil penalty authorized by State law or municipal ordinance.

Section 500.460 BUILDING ON UNPLATTED LAND PROHIBITED

No building or structure within the City limits of Junction City, Kansas, shall be built or erected on any unplatted land within the City limits of Junction City, Kansas, except in conformance with the provisions of Section 455.060 of this Code. The phrase "unplatted land" shall mean any tract of land located within the City limits of Junction City, Kansas, which shall not have been platted and approved as provided by law by the Metropolitan Planning Commission and the City Commission and which plat shall not have been acknowledged, filed and recorded in the office of the Geary County Register of Deeds, as provided by law for the purpose of showing building lots, streets, alleys (if appropriate), utility easements or other appropriate public dedications.

Backup material for agenda item:

e. Consideration of an Ordinance Authorizing the Execution of a Loan Agreement between Junction City, Kansas and the State of Kansas for the construction of Phase I Improvements at the Wastewater Treatment Plants.

City of Junction City

City Commission

Agenda Memo

October 6, 2015

From: Cheryl Beatty, Director of Finance

To: City Commissioners and Allen Dinkel, City Manager

Subject: Pass the Ordinance Authorizing the Execution of a Loan Agreement between

Junction City, Kanas and the State of Kansas for the construction of Phase I

Improvements at the Wastewater Treatment Plants

Objective: The consideration and passage of an ordinance authorizing the execution of a loan agreement between Junction City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; authorizing and approving certain document in connection therewith; and authorizing certain other actions in connection with the loan agreement.

Explanation of Issue: The design documents for the Phase I improvements at the East and Southwest Wastewater Treatment Plants are complete. The City wishes to construct the improvements at the facilities using funds obtained through an agreement between Junction City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; authorizing and approving certain document in connection therewith; and authorizing certain other actions in connection with the loan agreement. The loan is based on a finance rate of 2.27%.

In order to receive the low interest financing, the City needs to:

- Pass the Loan Ordinance allowing the City Manager to sign the loan agreement
- Execute the loan agreement upon receipt
- Have the City Attorney sign the opinion of counsel
- Forward the signed agreement, excerpt of commission minutes, completed and signed ordinance (copy as published in the newspaper or with an Affidavit of Publication from the newspaper), and the opinion of counsel form (letter) to KDHE and Loan is complete.

After approval of the Loan ordinance the next steps for the City will be:

Activity Anticipated Completion Date

 Advertise the Project for Bid (30 days) 	10-9-2015
 Receive Bids from Contractors 	11-10-2015
 Have HDR Prepare a Recommendation of Award 	11-17-2015
 Have KDHE Review the Recommendation of Award 	12-1-2015
 Award the Project to the lowest responsive Bidder 	12-15-2016
 Approve HDR's Construction Services Contract 	12-15-2015

Budget Impact: The loan program is set up to provide payment within 30 days of receipt of a pay request from the City to KDHE. The pay requests from the Contractor would need to be reviewed quickly by the consulting engineer and the City. Once reviewed and approved they can be transmitted to KDHE for payment to the Contractor.

Alternatives: The City Commission concurrence with and approval of this ordinance is requested.

Recommendation: Staff recommends that the City Commission pass an ordinance authorizing the execution of a loan agreement between Junction City, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; authorizing and approving certain document in connection therewith; and authorizing certain other actions in connection with the loan agreement, as presented.

Suggested Mo	ested Motion:				
Commissioner as presented.	moves that said ordinance be passed				
Enclosures:	City Ordinance for Loan Agreement Draft Loan Agreement				

LOAN AGREEMENT

Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ACTING ON BEHALF OF THE STATE OF KANSAS

AND

JUNCTION CITY, KANSAS KWPCRF PROJECT NO.: C20 1973 01

EFFECTIVE AS OF SEPTEMBER 29, 2015

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Pledge Agreement, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's Kansas Water Pollution Control Revolving Fund Revenue Bonds, pursuant to a Master Bond Resolution adopted by the Authority.

LOAN AGREEMENT

Table of Contents

	Recitals		1
ARTIO	CLE I - DEFIN	ITIONS	
		Definitions	2
		Rules of Interpretation	
ARTIC	CLE II - LOAN	TERMS	
	Section 2.01	Amount of the Loan	6
		Interest Rate	
		Disbursement of Loan Proceeds	
	Section 2.04	Schedule of Compliance; Completion of Project	7
		Repayment of the Loan	
		Additional Payments	
ARTIC	CLE III - REPF	RESENTATIONS AND COVENANTS OF MUNICIPALITY	
	Section 3.01	Representations of the Municipality	8
	Section 3.02	Particular Covenants of the Municipality	10
ARTIC	CLE IV - ASSI	GNMENT	
	Section 4.01	Assignment and transfer by KDHE	13
		Assignment by the Municipality	
ARTIO	CLE V - EVEN	TS OF DEFAULT AND REMEDIES	
	Section 5.01	Notice of Default	14
		Remedies on Default	
		Expenses	
		Application of Moneys	
	Section 5.05	No Remedy Exclusive; Waiver; Notice	15
		Retention of Rights	
		Financial and Management	

ARTICLE VI - MISCELLANEOUS

Section 6.01 Notices	16
Section 6.02 Binding Effect	16
Section 6.03 Severability	17
Section 6.04 Amendments, Supplements and Modifications	17
Section 6.05 Execution in Counterparts	17
Section 6.06 Governing Law and Regulations	
Section 6.07 Consents and Approvals	
Section 6.08 Further Assurances	
Signatures and Seal	18
Exhibit A - Description of the Project	19
Exhibit B - Dedicated Source of Revenues and Loan	
Repayment Schedule	
Exhibit C - Conditions Applicable to Construction of the Project	22
Exhibit D - Use of Loan Proceeds	38
Exhibit E - Instructions for Requesting Disbursements	39
Exhibit F - Form of Municipality Ordinance	43
Exhibit G- Form of Opinion of Municipality's Counsel	48
Exhibit H - Municipality's Notice Address	50

KANSAS WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of September 29, 2015 by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and JUNCTION CITY, KANSAS, a "Municipality" according to K.S.A. 65-3321 hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports ("the DOA"), and the Kansas Development Finance Authority (the "Authority") have entered into an Inter-Agency Agreement effective March 1, 1999, (the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Combined Master Pledge Agreement, dated as of November 1, 1992, as the same has been amended and may be further amended and supplemented from time to time, (jointly the "Pledge Agreement"), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

- **WHEREAS**, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);
- **WHEREAS**, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and
- **WHEREAS**, KDHE has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority; and
- **NOW, THEREFORE**, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

- **Section 1.01. Definitions**. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:
- "Act" means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.
 - "Additional Payments" means the payments described in Section 2.06 hereof.
- "Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.
- "Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.
- "Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.
- **"Bonds"** means the Kansas Development Finance Authority, Water Pollution Control Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Master Bond Resolution No. 37, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder promulgated by the Department of the Treasury.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

- (a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;
- (b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;
- (c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;
- (d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;
- (e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;
- (f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

- (g) the Municipality shall generally fail to pay its debts as such debts become due;
- (h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to **Section 2.03** hereof.
- **"Existing Revenue Obligation"** means any obligation for the payment of money undertaken by the Municipality, which is payable from or secured, by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.
 - "Federal Act" means the Federal Water Quality Act of 1987, as amended.
- "GAAP" means generally accepted accounting principles as applicable to municipal utility systems.
- "Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations, Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.
- "KDHE" means the Kansas Department of Health and Environment or its successors in interest.
- "Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.
- **"Loan Agreement"** means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.
- "Loan Repayments" means the payments payable by the Municipality pursuant to **Section 2.05** of this Loan Agreement.
 - "Loan Terms" means the terms of this Loan Agreement provided in Article II hereof.
- "Master Resolution" means the Master Bond Resolution adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.
 - "Municipality" means Junction City, Kansas, its successors and assigns.
- "**Project**" means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.
- "Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan

- reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;
- "Regulations" means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.
- "Revolving Fund" means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.
- "SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

- "State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.
- "System" means wastewater collection and treatment system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Wastewater Treatment System.
- "System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.
- "Wastewater Treatment System" means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

Section 1.02. Rules of Interpretation.

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.
- (d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed Eleven Million Ninety Four Thousand Dollars [\$11,094,000] to the Municipality to pay all or a portion of Project Costs described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The interest rate on the loan shall be [Gross Loan Rate] 2.27% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*. Any subsequent revision to the amount of the Loan or *Exhibit B* hereto shall not change the gross interest rate on the Loan.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal; and

- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.
- (b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:
 - (1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;
 - (2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement, if any;
 - (3) no Event of Default by the Municipality shall have occurred and be continuing; and
 - (4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

- (a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.
- (b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) Loan Repayments. The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with Exhibit B attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on Exhibit B as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) Prepayment of the Loan. The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, at any time, without penalty, upon giving 60 days written notice to KDHE of its intent to so prepay, such notice shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument); provided, however, a partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new Exhibit B will be prepared by KDHE following receipt of any acceptable partial prepayment, re-amortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

- (a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.
- (b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) Organization and Authority.

- (1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.
- (2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
- (3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

- (4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.
- (b) *Full Disclosure*. To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
- (c) **Non-Litigation**. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (d) **Compliance with Existing Laws and Agreements**. To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.
- (e) **No Defaults**. No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (f) **Compliance with Law**. The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:
 - (1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and
 - (2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

- (g) **Use of Loan Proceeds**. The Municipality will apply the proceeds of the Loan as described in **Exhibit D**: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.
- (h) **Project Costs**. The Municipality certifies that the Project Costs, as listed in **Exhibit D**, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

- (a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.
- (b) **Performance Under Loan Agreement**. The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:
 - (1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and
 - (2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).
- (c) **Completion of Project and Provision of Moneys Therefore**. The Municipality covenants and agrees:
 - (1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and
 - (2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.
- (d) **Delivery of Documents and Payment of Fees**. Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:
 - (1) fully executed counterparts of this Loan Agreement;

- (2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;
- (3) an opinion of the Municipality's counsel substantially in the form set forth in **Exhibit G** attached hereto;
- (4) such other certificates, documents, opinions and information as KDHE may reasonably require.
- (e) **Operation and Maintenance of System**. The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:
 - (1) at all times operate the properties of its System in an efficient manner in accordance with applicable laws and regulations;
 - (2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;
 - (3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and
 - (4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.
- (f) **Disposition of System.** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of Section 4.02 hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) Records and Accounts

- (1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed \$25,000 for the Municipalities fiscal year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.
- (2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance Officers Association.
- (h) *Inspections*. The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.
- (i) Financial Information. The Municipality specifically agrees to provide to KDHE a reasonable number of copies of such financial information and operating data of the Municipality and the System to the extent necessary for KDHE to comply with its continuing disclosure obligations set forth in the SEC Rule and the Pledge Agreement. Such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law. Any such requested financial information and operating data shall be supplied to KDHE within 270 days after the end of the Municipal Fiscal Year. Such requirement may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System, unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. In addition, the Municipality shall provide KDHE with prompt notification of the occurrence of certain material events. For purposes of this paragraph,

"material event" shall mean: (a) principal and interest payment delinquencies on any Indebtedness; (b) non-payment related defaults in agreements authorizing any Indebtedness; (c) rating changes on any Indebtedness; (d) adverse tax opinions or events affecting the tax-exempt status of any Indebtedness; or (e) unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.

- (j) **Insurance**. The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., or other similar future law (currently \$500,000 per occurrence).
- (k) **Notice of Material Adverse Change**. The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (I) Additional Covenants and Requirements. The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

- (a) KDHE and the Authority shall have approved said assignment in writing;
- (b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater:

- (c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;
- (d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations to the Authority under the Pledge Agreement, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
- (e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs* (b), (c), and (d) hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in **Section 6.01** hereof.

Section 5.02. Remedies on Default.

- (a) Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.
- (b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to **Section 5.02** hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to **Section 5.03** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this **Article V**, it shall not be necessary to give any notice, other than such notice as may be required in this **Article V**.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection* (b), to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and Environment 1000 SW Jackson Street, Suite 420 Topeka, Kansas 66612-1367 Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance Authority 534 South Kansas Avenue, Suite 800 Topeka, Kansas 66603 Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on **Exhibit H**.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

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IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS



	By:
	By: Title: Secretary
	"KDHE"
Date:	
	JUNCTION CITY, KANSAS
(Seal)	By:
	Title: Mayor
	"Municipality"
Date:	
ATTEST:	
By:	<u> </u>
Title: Clerk	

EXHIBIT A

DESCRIPTION OF THE PROJECT

	The project cons	sists of constr	ucting Phase	1 process,	structural,	architectural,	and o	electrical
impro	vements at the C	ity's East and	Southwest 7	reatment P	lants.			

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EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

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Loan Repayment Schedule.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Project Principal: 10,953,908.85 Interest During Const.: 127,937.12 Service Fee During Const.: 12,154.03

Estimated Draws - Actual Interest Rate Amortization of Loan Costs

Gross Loan Costs:

12,154.03 11,094,000.00

Prepared for: City of Junction City, Project No. C20 1973-01

Gross Rate: 2.27%

1st Payment Date: 9/1/2017 aber of Payments: 40

Service Fee Rate: 0.25% 1st Payment Date: 9/29/2015 Loan Interest Rate: 2.02% Number of Payments:

Payment	Payment	Beginning	Interest	Principal	Service	Total	Ending
Number	Date	Balance	Payment	Payment	Fee	Payment	Balance
1	9/1/2017	11,094,000.00	112,049.40	220,683.56	13,867.50	346,600.46	10,873,316.44
2	3/1/2018	10,873,316.44	109,820.50	223,188.31	13,591.65	346,600.46	10,650,128.13
3	9/1/2018	10,650,128.13	107,566.29	225,721.51	13,312.66	346,600.46	10,424,406.62
4	3/1/2019	10,424,406.62	105,286.51	228,283.44	13,030.51	346,600.46	10,196,123.18
5	9/1/2019	10,196,123.18	102,980.84	230,874.47	12,745.15	346,600.46	9,965,248.71
6	3/1/2020	9,965,248.71	100,649.01	233,494.89	12,456.56	346,600.46	9,731,753.82
7	9/1/2020	9,731,753.82	98,290.71	236,145.06	12,164.69	346,600.46	9,495,608.76
8	3/1/2021	9,495,608.76	95,905.65	238,825.30	11,869.51	346,600.46	9,256,783.46
9	9/1/2021	9,256,783.46	93,493.51	241,535.97	11,570.98	346,600.46	9,015,247.49
10	3/1/2022	9,015,247.49	91,054.00	244,277.40	11,269.06	346,600.46	8,770,970.09
11	9/1/2022	8,770,970.09	88,586.80	247,049.95	10,963.71	346,600.46	8,523,920.14
12	3/1/2023	8,523,920.14	86,091.59	249,853.97	10,654.90	346,600.46	8,274,066.17
13	9/1/2023	8,274,066.17	83,568.07	252,689.81	10,342.58	346,600.46	8,021,376.36
14	3/1/2024	8,021,376.36	81,015.90	255,557.84	10,026.72	346,600.46	7,765,818.52
15	9/1/2024	7,765,818.52	78,434.77	258,458.42	9,707.27	346,600.46	7,507,360.10
16	3/1/2025	7,507,360.10	75,824.34	261,391.92	9,384.20	346,600.46	7,245,968.18
17	9/1/2025	7,245,968.18	73,184.28	264,358.72	9,057.46	346,600.46	6,981,609.46
18	3/1/2026	6,981,609.46	70,514.26	267,359.19	8,727.01	346,600.46	6,714,250.27
19	9/1/2026	6,714,250.27	67,813.93	270,393.72	8,392.81	346,600.46	6,443,856.55
20	3/1/2027	6,443,856.55	65,082.95	273,462.69	8,054.82	346,600.46	6,170,393.86
21	9/1/2027	6,170,393.86	62,320.98	276,566.49	7,712.99	346,600.46	5,893,827.37
22	3/1/2028	5,893,827.37	59,527.66	279,705.52	7,367.28	346,600.46	5,614,121.85
23	9/1/2028	5,614,121.85	56,702.63	282,880.18	7,017.65	346,600.46	5,331,241.67
24	3/1/2029	5,331,241.67	53,845.54	286,090.87	6,664.05	346,600.46	5,045,150.80
25	9/1/2029	5,045,150.80	50,956.02	289,338.00	6,306.44	346,600.46	4,755,812.80
26	3/1/2030	4,755,812.80	48,033.71	292,621.98	5,944.77	346,600.46	4,463,190.82
27	9/1/2030	4,463,190.82	45,078.23	295,943.24	5,578.99	346,600.46	4,167,247.58
28	3/1/2031	4,167,247.58	42,089.20	299,302.20	5,209.06	346,600.46	3,867,945.38
29	9/1/2031	3,867,945.38	39,066.25	302,699.28	4,834.93	346,600.46	3,565,246.10
30	3/1/2032	3,565,246.10	36,008.99	306,134.91	4,456.56	346,600.46	3,259,111.19
31	9/1/2032	3,259,111.19	32,917.02	309,609.55	4,073.89	346,600.46	2,949,501.64
32	3/1/2033	2,949,501.64	29,789.97	313,123.61	3,686.88	346,600.46	2,636,378.03
33	9/1/2033	2,636,378.03	26,627.42	316,677.57	3,295.47	346,600.46	2,319,700.46
34	3/1/2034	2,319,700.46	23,428.97	320,271.86	2,899.63	346,600.46	1,999,428.60
35	9/1/2034	1,999,428.60	20,194.23	323,906.94	2,499.29	346,600.46	1,675,521.66
36	3/1/2035	1,675,521.66	16,922.77	327,583.29	2,094.40	346,600.46	1,347,938.37
37	9/1/2035	1,347,938.37	13,614.18	331,301.36	1,684.92	346,600.46	1,016,637.01
38	3/1/2036	1,016,637.01	10,268.03	335,061.63	1,270.80	346,600.46	681,575.38
39	9/1/2036	681,575.38	6,883.91	338,864.58	851.97	346,600.46	342,710.80
40	3/1/2037	342,710.80	3,461.38	342,710.80	428.28	346,600.46	0.00
, + V	5/1/2057	542,710.00		542,710.00	420.20	540,000.40	
		Totals	2,464,950.40	11.094.000.00	305,068.00	13,864,018.40	

Prepared by DAAR

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

- 1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a. Advertising for bids within 30 days of authorization to advertise.
 - b. Bid opening no sooner than 30 days after advertisement for bids.
 - c. Contract award within 60 days of bid opening.
 - d. Issuance of notice to proceed within 60 days of contract award.
 - e. Initiation of operation within 330 days of notice to proceed or no later than December 1, 2016.
 - f. Finalization of construction within 360 days of notice to proceed.
 - g. Project Performance Certification 365 days following Initiation of Operation.

No change may be implemented by the Municipality, which will delay or accelerate this schedule without prior approval of KDHE. KDHE must be promptly notified of any proposed changes.

2. The Municipality agrees that all bid solicitations will include the following statement in the "Advertisement for Bids" for this project:

Nondiscrimination in Employment

Bidders on this work will be required to comply with the President's Executive Order No. 11246 as amended. Requirements for bidders and contractors under this order are explained in the specifications.

3. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.

The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.

4. a. The Municipality agrees that all bid solicitations will include the following statement in the "Information to Bidders" for this project.

"Bidders on this work, including subcontractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et. seq.)".

Currently there is no reporting procedure associated with this requirement.

b. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A.

44-1001, <u>et. seq.</u> and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, <u>et. seq.</u> as provided by law and to include those provisions in every contract or purchase order so that they are binding upon such subcontractors or vendors.

- 5. The Municipality will obtain a signed Certificate of Non-Segregated Facilities from the prime contractor prior to the award of a construction contract if the contract exceeds \$10,000 and is not exempt from the provisions of the equal opportunity clause. The Municipality will assure that the prime contractor obtains a signed copy of Certificate of Non-Segregated Facilities from each subcontractor prior to the award of any subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause. The certificate signed by the prime contractor is to be kept on file with the Municipality; and certificates signed by subcontractors are to be kept on file with the prime contractor.
- 6. The Municipality agrees to include Section 202 of Executive Order 11246 in all contracts and subcontracts for all construction contracts exceeding \$10,000.00.
- 7. Wage Rate Requirements:

CWSRF: The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and subgrantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

Preamble

With respect to the Clean Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

-OR-

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA

and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Robert Bukaty, Bukaty.Robert@epa.gov, 913-551-7846, EPA Region VII Grants Management Section, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA) -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

Obtaining Wage Determinations.

Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the

solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

Contract and Subcontract provisions.

The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

The classification is utilized in the area by the construction industry; and

The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

In the event the contractor, the laborers or mechanics to be employed in the classification or

their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and basic records.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or

cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The contractor shall submit weekly, for each week in which any contract work is (ii)(A) performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the

contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and trainees

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses

contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000.

Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of

\$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Compliance Verification

The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

Requirements under EPA FFY 2010 and Subsequent Appropriations Act For Subrecipients That Are Not Governmental Entities

Section II is not applicable to the Kansas Water Pollution Control Revolving Fund, and so is removed from this document.

- 8. The Municipality hereby agrees to the following requirements regarding Disadvantaged Business Enterprise (DBE) procurement:
 - a. If the loan amount is greater than \$250,000, adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
 - b. Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
 - c. Comply with the administrative provisions found in 40 CFR Section 33.302.
 - d. If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on municipality projects funded by KWPCRLF as required by 40 CFR Section 33.501(b).
 - e. The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15, once the notice to proceed for construction has been issued, thru the semi-annual period in which construction has been completed.
- 9. The Municipality agrees that all bid solicitations will include the following statement:

"Bidders must fully comply with Subpart C of 40 CFR Part 32 entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.epls.gov are not eligible for award of any contracts funded by the Kansas Water Pollution Control Revolving Loan Fund."

Subpart C of 40 CFR Part 32 must be included as part of the contract documents and EPA Form 5700-49 must be included in all contracts, completed and returned with the bid form.

The Municipality acknowledges that doing business with any part appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Agreement and may also result in suspension or debarment under this Part.

- 10. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.
- 11. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.

- 12. The Municipality shall follow applicable state procurement laws and regulations, and procedures established by the Secretary of KDHE as presented in Water Quality Policy Memorandum No. 10-1 dated May 3, 2010 Final. KDHE approval is required prior to procurement.
- 13. In accordance with OMB Circular A-133, which implements the Single Audit Act, the municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year, and the city will be notified by KDHE if an A-133 Single Audit is required. Please note this loan is provided, in part, with federal funds (CFDA 66.458). Within nine months after the end of the recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the Audit Report to KDHE. Please note the cost of the Audit is an allowable cost to be paid with loan funds.
- 14. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.
- 15. The Municipality hereby assures that the engineering firm principally responsible for supervising construction) and for providing engineering services during construction (engineer associated with the design build team will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
 - a. The Municipality agrees the performance standards applicable to the Project are:
 - (1) All construction deficiencies have been resolved...
 - b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - c. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 16. A final plan of operation and draft operation and maintenance manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills

necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.

- 17. The final operation and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion.
- 18. The rates and ordinances enacting the approved user charge system and sewer use requirements as approved by KDHE shall be enacted prior to initiation of operation.
- 19. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.
- 20. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- 21. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.
- 22. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

23. The Loan Recipient must comply with the "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs", dated October 2003 and found at

http://www.epa.gov/owm/cwfinance/cwsrf/enhance/DocFiles/Other%20Docs/Crosscutterhandbook.pdf

- 24. The Municipality agrees to comply with the Signage Guidance requirements of the Kansas Water Pollution Control Revolving Fund to enhance awareness if EPA financial assistance agreements. The necessary document will be provided by separate KDHE correspondence.
- 25. This Project is for a segment of a total project. KDHE does not assume any obligation, commitment, or responsibility for funding anticipated on future steps, phases, segments or stages. The Municipality agrees to complete the treatment works of which this segment is a part in accordance with the following schedule, regardless of whether KDHE funding is available for the remaining segments:
 - Phase 2 East WWTP Replace Equipment and Upgrade Headworks, Activated Sludge System, and Biosolids Southwest WWTP – Replace Equipment and Upgrade Domestic Influent Screen, Equalization System, Activated Sludge System, and Biosolids

Phase 3 – Nutrient Reduction Process Improvements Nutrient Reduction Process Improvements

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EXHIBIT D

USE OF LOAN PROCEEDS

The project consists of constructing Phase 1 process, structural, architectural, and electrical improvements at the City's East and Southwest Treatment Plants.

The loan proceeds will be utilized to pay the costs of:

- 1. Construction: All actual construction costs of the improvements to the wastewater treatment plant and incidental work associated with the construction. The contract between the owner and the design builder is allowable consistent with the KDHE approved cost.
- 2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan. The HDR engineering contract which provides services to assist and advocate for the Owner in its efforts to select, monitor, and administer the contract between Owner and the Design-Builder is allowable consistent with the KDHE approved cost.
- 3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.
- 4. Green Components: Variable Frequency Drives on 50 Hp and larger motors.

Unallowable Costs: The costs of full time employees of the municipality and purchase of land and easements.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

- 1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
- 2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. **INSTRUCTIONS** - Please type or print legibly. Items 4, 5, 6, and 8.o. are self-explanatory; specific instructions for other items are as follows:

Item	Entry	Item	Entry
2.	This space is reserved for the assigned KDHE project number. Enter complete project identification number e.g., C20 0681 02.	8f	shown on line d. Enter inspection and audit fees of construction and related programs.
3	Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project.	8g	Enter those amounts associated with the actual construction of, addition to, or restoration of a facility.
7.	The employer identification number assigned by the U.S. Internal Revenue Service MUST be entered to assist in processing of your Disbursement Request.	8h	Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory
8.	Use only columns (a), (b), and (c).		tables, built-in audio visual systems, movable desks, chairs,
8a	Enter amounts expended for such items as travel, legal fees, rental of vehicles		and laboratory equipment.
	and any other administrative expenses. Include the amount of interest expense when authorized by program legislation.	8i	Enter the amounts for all items not specifically mentioned above.
	Also show the amount of interest expense on a separate sheet.	8j	Enter the total cumulative amount to date which should be the sum of lines a through i.
8b	Enter amounts pertaining to the work of location and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.	8k	Enter the total amount of program income applied to the loan agreement. Identify on a separate sheet of paper the sources and types of the income.
8c	Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way.	81	Enter the net cumulative amount to date which should be the amount shown on line j minus the
8d	Enter basic fees for services of architectural engineers.		amount on line k.
8e	Enter other architectural engineering services. Do not include any amounts	8m	Enter the amount of reimbursements paid to date.

- 8n Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines I and m. If different, explain on a separate sheet.
- 9a To be completed and signed by the duly authorized recipient official. The date should be the actual date the form is submitted to the funding agency.
- 9b Leave blank, this is to be completed by the funding agency official representative who is certifying to the percent of project completion as provided for in the terms of the loan agreement.
- 4. NOTE: ONE ORIGINAL SIGNATURE DISBURSEMENT REQUESTS AND <u>ONE</u> SET OF SUPPORTING DOCUMENTATION MUST BE SUBMITTED.

Submit disbursement requests directly to:

Kansas Department of Health & Environment Bureau of Water Municipal Programs 1000 SW Jackson Street, Suite 420 Topeka, Kansas 66612-1367

You should retain one copy for your records.

5. The Authorized Municipality Representative identified in the Loan Agreement remains the principal contact for all project matters.

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		EXHIBIT E			
KWPCRF or KPWSLF OUTLAY REPORT AND REQUEST FOR DISBURSEMENT	AGENCY TO WHICH THIS REPORT IS SUBMITTED: KDHE - BUREAU OF WATER MUNICIPAL PROGRAMS SECTION OR		2. KDHE PROJECT NUMBER ASSIGNED		
(See Instructions)			KWPCRF PROJECT		
	PUBLIC WATER SUPPLY SECTION		KPWSLF PROJECT #		
3. TYPE OF REQUEST:	4. PAYMENT REQUEST NUMBER		5. PERIOD COVERED BY THIS REPORT		
FINAL PARTIAL	#		FROM (Mo, day, year) TO (Mo, day, year)		
6. RECIPIENT ORGANIZATION INFORMATION			7. FEIN NUMBER:		
NAME :					
NO. & STREET :					
CITY : STATE AND ZIP CODE					
STATE AND ZIP CODE					
8. TO: THE KANSAS DEPARTMENT OF HEALTH AS OF, BETW		G ON BEHALF OF THE STA	TE OF KANSAS UNDER TH	E LOAN AGREEMENT EFFECTIVE	
The undersigned hereby requests that the following		ng payees for the following Pi	roject Costs as defined in sa	id Agreement:	
CLASSIFICATION	(a)Total amount requested	(b) Payee	(c) Description	Total Approved (KDHE use only)	
a. Administrative expense					
b. Preliminary expense (Planning and Design)					
c. Land, structures, right-of-way (Not allowable)				σ	
d. Architectural engineering basic fees				ー 00 <u>ス</u>	
e. Other architectural engineering fees				품	
f. Project inspection fees				Attac	
g. Construction and project improvement cost				thed	
h. Equipment (By Separate Contract)				Shee	
i. Miscellaneous cost				See KDHE Attached Sheet or Reverse Side	
j. Total cumulative to date (sum of lines a thru i)	\$0.00			Reve	
k. Deductions for program income	ψο.σο			rse s	
I. Net cumulative to date (Line j minus line k)	\$0.00			- side	
m. Disbursements Paid to Date	ψο.σο			7	
n. Amount due this Request (Line I minus Line m)	\$0.00				
o. Percentage of physical completion of project	ψ0.00	,			
9. CERTIFICATION: I hereby state and certify the installation of the Project, have been properly incuraccordance with the terms of the Loan; have been previous requisition from the proceeds of the Loan; labor, wages, materials, supplies or services in contract Treatment Works or the Water Supply/Treatment/D developments affecting the financial condition of the supply-treatment of the su	red and are a proper disburser in paid or are justly due to the (ii) as of this date, except for the connection with the acquisition istribution Works; (iii) all repres	ment of the proceeds of the I persons whose names and the amounts specified above, to purchase, construction, im- entations made in the Agree	oan and that an inspection addresses are stated above there are no outstanding stat provement, repair, rehabilit ment remain true as of the d	has been performed and all work is ir and have not been the basis of any ements which are due and payable fo ation or extension of the Wastewater	
a. RECIPIENT:			b. KDHE Representative (Certifying to line 8.n.	
			Rodney R. Geisler or	William Carr	
Signature of Authorized Certifying Official			Signature of Authorized Ce	ertifying Official	
			See KDHE Attached	Sheet or Reverse Side	
Typed or Printed Name and Title			Typed or Printed Name and Chief, Municipal Programs	d Title Section or Public Water Supply	
Date Submitted	Telephone (Area Code, numb	per & ext.)	Date Approved	Telephone (Area Code, number & ext.)	
1					

 $Revised\ 01/14 \qquad \underline{ http://www.kdheks.gov/water} - State\ Revolving\ Loan\ Fund\ - Outlay\ Report\ \&\ Request\ for\ Disbursement\ (Excel)$

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

* * * * * * * * * * * * * *

OF THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS HELD ON [ORDINANCE DATE]

The Governing Body of the City met in [regular/special] session at the usual meeting place in the City, at [meeting time], the following members being present and participating, to-wit:

Absent:
The Mayor declared that a quorum was present and called the meeting to order.
(Other Proceedings)
Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN JUNCTION CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Commission member] motion was seconded by [Commission member] and considered, and upon being put, the motion for twote of the Governing Body, the vote being as follows:	Said Ordinance was duly read he passage of said Ordinance was carried by the
Yes:	
No:	

numbered Ordinance No and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.	é
(Other Proceedings)	
On motion duly made, seconded and carried, the meeting thereupon adjourned.	
(SEAL)	
Cler	Κ

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(Published in [Official City Newspaper] on [publication date])

ORDINAN	CE NO	
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AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN JUNCTION CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Junction City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project consists of constructing Phase 1 process, structural, architectural, and electrical improvements at the City's East and Southwest Treatment Plants (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Eleven Million Ninety Four Thousand Dollars [\$11,094,000] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of September 29, 2015, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In

the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)		
· ·	Mayor	
ATTEST:		
Clerk		
[APPROVED AS TO FORM ONLY.]		
[City Attorney]		

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL (To be Provided by City Counsel)

[Date]

Kansas Development Finance Authority Topeka, Kansas

The Kansas Department of Health and Environment, acting on behalf of The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of September 29, 2015, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Junction City, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ____ of the Municipality (the "Ordinance") adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

(d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

- 1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
- 2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
- 3. The Project has been duly authorized by the Municipality.
- 4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
- 5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
- 6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
- 7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

Mayor and City Commission Attn: Allen Dinkel Junction City City Hall P O Box 287 Junction City, KS 66441

Backup material for agenda item:

f. Consideration and Approval to move forward with the Storm Water Management Plan and Monitoring Plan as developed.

City of Junction City City Commission Agenda Memo

October 6th, 2015

From: Kristofer Finger, Assistant City Engineer

To: Allen Dinkel, City Manager and City Commissioners

Subject: Review of Storm Water Management and Monitoring Plans

Objective: Review of Storm Water Management and Monitoring Plans

Explanation of Issue:

In 2014 the City received a new Municipal Separate Storm Sewer System (MS4) Permit from KDHE. The permit required the development of a Storm Water Management Plan and Monitoring Plan. As part of KDHE's requirements within this permit certain Best Management Practices (BMP's) and storm water discharge monitoring is required at a minimum. Present here for the City Commission's review and comment is the Storm Water Management Plan and Monitoring Plan developed collaboratively by Amec Foster Wheeler and City Staff.

Budget Impact: The BMP's and monitoring requirements while require an undetermined amount of staff time and City monies.

Alternatives: The City Commission may recommend to move forward as the plans have been developed or request revision be considered for the implementation of the plans.

Recommendation: Staff recommends moving forward with the Storm Water Management Plan and Monitoring Plan as presented.

Suggested Motion: Commissioner _____ moves to proceed with the Storm Water Management Plan and Monitoring Plan as developed and presented.

Enclosures: Storm Water Management Plan

Monitoring Plan

Junction City NPDES Small MS4 Monitoring Standard Operating Procedure



August 2015

City of Junction City
Department of Municipal Services
700 N. Jefferson Street
Junction City, KS 66441
785-238-3103
www.junctioncity-ks.gov





A. Background

The City of Junction City is required to comply with the *Kansas Water Pollution Control General Municipal Separate Storm Sewer System (MS4) Permit and Authorization to Discharge Under the National Pollutant Discharge Elimination System* (NPDES), effective February 1, 2014. Part I.D and Part II of the MS4 Permit (#M-LR1-SN01) requires the City to perform stream monitoring. The permit requires sampling of the specified pollutants of concern four times annually at locations upstream and downstream of the Junction City MS4 on both the Kansas River and Republican River. The pollutants of concern are bacteria, nutrients, and sediment. Part III of the MS4 permit provides more detail on the monitoring requirements, frequency and parameters.

This document comprises the City's monitoring plan and standard operating procedure (SOP) and serves as the City's comprehensive guide for the monitoring performed by the City for the purpose of meeting Part III of the MS4 permit. The SOP identifies monitoring program objectives, monitoring location(s), sampling procedures, analytical methods and documentation requirements. A KDHE Monitoring Form is provided in Appendix A, for documentation purposes. The SOP also provides limited guidance on the examination of sample location due to field conditions, and the consideration of sample analysis results.

B. Monitoring Plan

B.1 Plan Objective and Timeframe

The objective of the monitoring plan is to comply with monitoring requirements identified in the City of Junction City's small MS4 Permit. This plan will remain in effect unless otherwise noted for the time period between January 1, 2014 and April 1, 2019.

B.2 Plan Summary

Table 1 summarizes the key aspects of this monitoring plan. Details of the Monitoring Plan are presented in Section B.3 through B.5.

Table 1. Monitoring Plan Summary

	· · · · · · · · · · · · · · · · · · ·		
Frequency	Four (4) storm events per year, with the goal of collecting all samples in		
	the spring (March 1 – June 30) and su	ımmer (July 1 – October 31)	
Monitoring Locations (#)	Republican River (2); Price Ravine (1)		
Monitoring Type	Storm event – Grab samples collected	d during or immediately after a 24-hr	
	rain or snow melt event of ≥ 0.5 inch	es	
Analyzed Parameters	Total Phosphorus as P (mg/L)	Total Nitrogen (mg/L)	
	Ortho-Phosphate as P (mg/L)	Total Suspended Solids (mg/L)	
	Nitrate+Nitrite as N (mg/L)	Turbidity (NTU)	
	Total Kjeldahl Nitrogen (mg/L)	E. coli (Col/100 ml or MPN)	
Other Data Collection	Rainfall, inches (last 24 hours)		
	Stream Flow (cfs) and Stream Depth (ft)		
	Stream Level (rising, falling, steady)		
	Stream Velocity (rapid, normal, still)		



B.3 Monitoring Requirements

The monitoring requirements included in Junction City's MS4 Permit, effective February 2, 2014, are summarized below. Where the monitoring specifications in this plan differ from the exact text of the permit, notes have been provided for clarity.

TMDL Streams (i.e., streams to be monitored)

Table 2 presents the streams that will be monitored to comply with MS4 permit requirements.

Table 2. TMDL Table

TMDL Regulated Pollutant	Specific Impaired Stream or Lake to Target
Bacteria	Republican River, Kansas River , Price Ravine ¹
Nutrients	Republican River, Kansas River, Price Ravine ¹
Sediment	Republican River, Kansas River , Price Ravine ¹

¹ - The City's MS4 Permit requires sampling at locations upstream and downstream of the Junction City MS4 on both the Kansas River and Republican River. In a meeting between the Kansas Department of Health and Environment (KDHE) and the City's MS4 program consultant, AMEC Foster Wheeler held on April 22, 2015, it was noted that the Kansas River begins downstream of the City limits and that the City's MS4 does not intersect the Kansas River at any location. KDHE verbally agreed that the City would not be required to perform sampling on the Kansas River. As an alternative, the City is implementing a monitoring plan that includes a sample collection location on a tributary to the Republican River, called Price Ravine. Price Ravine is part of a major open channel drainage system which receives discharges from a significant portion of the MS4.

Monitoring Frequency and Periods

- A. Ideally, samples, especially those collected for bacteria and nutrients, should be collected in the spring (between March 1 and June 30) and summer (between July 1 and October 31). However, samples can be collected outside of these timeframes if needed to meet the requirements of the permit.
- B. Samples must be collected for four storm events per year per monitoring location. A storm event is defined as a 24-hour rain or snow melt of greater than or equal to 0.50 inches, and preceded by at least 24-hours of no rainfall or snow melt (i.e., dry weather).
- C. The permit requires that grab samples be collected within four (4) hours of the rising stage of the stream (i.e., the period of increasing depth and flow on a stream after a given rain event). However, given the location of the Junction City MS4 at the most downstream end of the very large Republican River watershed, a rising stage of the Republican River may not necessarily correspond to a rain event in, or even near, Junction City. Therefore, for purposes of Junction City's MS4 permit monitoring, the rising stage for all sample collection locations shall be defined as the period of increasing depth and flow at the Price Ravine location. In other words, stream-samples-shall-be-collected-at-all-locations-within-four (4) hours of the rising stage of the Price



Ravine tributary, for rainfalls equal to or greater than 0.50 inches within 24 hours, and preceded by at least 24-hours of dry weather.

Parameters to be Collected/Analyzed

Table 3 provides a list of additional parameters that must be collected by the sample technicians at the time of sample collection and at each sample location.

Table 3. Data Collection Parameters

<u>Parameter</u>	Measurement Method
Rainfall, inches (last 24 hours)	Gauge Reading
Stream Flow, CFS and Stream Depth from a standard – Feet	Estimate/Reading
Stream Level (rising, falling, steady)	Describe
Stream Velocity (rapid, normal, still (backwater))	Describe

Table 4 lists the monitoring parameters required by the small MS4 permit. Note that this table is not as exactly shown in the 2014 permit. It has been modified in accordance with monitoring changes that were described by KDHE in a letter to the City of Junction City dated August 19, 2014.

Table 4. Sample Parameters

<u>TMDL Impairment</u>	Parameter to be Monitored	MRL*	<u>Sample Type</u>
Nutrients	Total Phosphorus as P (mg/L)	0.05	Grab or Composite
Nutrients	Ortho-Phosphate as P (mg/L)**	0.05	Grab or Composite
Nutrients	Nitrate+Nitrite as N (mg/L)	0.10	Grab or Composite
Nutrients	Total Kjeldahl Nitrogen (mg/L)	0.10	Grab or Composite
Nutrients	Total Nitrogen (mg/L)		Calculate***
Sediment	Total Suspended Solids (mg/L)	10	Grab or Composite
Sediment	Turbidity (NTU)		Grab or Composite
Sediment (Lake)	Secchi Disk, (ft)		Visual
Bacteria	E. Coli (Col/100 mL or MPN)	10	Grab
Others***	As provided by KDHE		As provided by KDHE

^{*} MRL = Minimum Reportable Limit

B.3 Sample Analysis Laboratories

It is recommended that the City use one of two laboratories to analyze the collected samples for the parameters listed in Table 4. Laboratory contact information is below.

^{**} Optional – useful for measuring the impacts of lawn fertilizers and other sources of dissolved phase phosphorus.

^{***} Total Nitrogen = Total Kjeldahl Nitrogen + Ntirate+Nitrite

^{****} As of August 2015, no other TMDL impairments have been identified by KDHE. It is recommended that the City Engineer check during the monitoring plan's annual review to ensure new impairments have not been identified.



Veolia	Water,	City's	Wastewater	Treatment	Continen
Plant, C	Carry Pete	erson, 7	785-762-5855	or 785-307-	Groene, (
0486;					

Continental Analytical Services (CAS), Greg Groene, (785) 827-1273, ext 122.

C. Standard Operating Procedure

C.1 Staff and Responsibilities

The *City Engineer* is responsible for:

- preparation of a sample collection safety plan and delivery of the plan to each Sample Technician;
- ensuring that the City's monitoring activities are performed and documented in the manner and frequency required by the City's MS4 Permit and in keeping with this SOP;
- maintaining sampling documentation and reporting sampling activities to KDHE as required by the City's MS4 Permit; and,
- performing the annual review and update (if needed) of this SOP, including evaluation of analysis results, the value of the current sampling locations, selection of new/different locations if/when needed, and revision of the City's Stormwater Management Plan (SMP) document and this Monitoring Plan and SOP if/when needed.

Two *Sampling Technicians* will be required to carry out the activities described in this SOP. The responsibilities of the Sampling Technicians include:

- review of and adherence to the sample collection safety plan prepared by the City Engineer;
- monitoring rainfall data to determine when sample collection events should occur;
- assessing the safety of sample collection events, which includes evaluating the conditions of the roads, stream/river banks, and other aspects of sampling locations described in this SOP, and ensuring that sampling activities are only performed when safe access to the locations can be obtained. Sampling Technician safety is of paramount importance. In the event that unsafe conditions are encountered or suspected, Sample Technicians are advised to cease activities and contact the City Engineer to reassess the event. Sample collection activities should not proceed until the unsafe conditions are eliminated.
- sample collection event planning and preparation;
- collection and documentation of the stream data listed in Table 2;
- sample collection, transport and documentation, in accordance with this SOP and the City Engineer's directions. This includes equipment gathering and mobilization;



sample analysis and documentation of analysis results, in accordance with this SOP.

A *Laboratory Technician* will be required for sample analysis. The responsibilities of the Laboratory Technician include:

- analysis of the collected stream samples for the parameters listed in Table 2;
- documentation of sample analysis methods and results, in accordance with the parameter units of measurement described in Table 3.

C.2 Safety

Safety is the most important aspect of the sample collection event and cannot be ignored. It is recommended that the City Engineer prepare and carry a safety plan in each vehicle in case of an emergency. Sample Technicians are required to read the safety plan prior to each sample collection event.

It is strongly recommended that the safety plan include the policies listed below.

- 1. Prior to start of a sample collection event, sample location conditions (including traffic, parking, visibility, safe footing, and stream/ditch conditions) must be evaluated for potential hazards and unsafe conditions, such as in high flow conditions, slippery side slopes and footing, poor visibility due to heavy rains. Sampling must not proceed when conditions are hazardous.
 - The permit requires sample collection within 4 hours of the rising limb of the stream hydrograph. This timeframe may occur during the storm event (i.e., while raining) depending upon the nature, duration and intensity of the storm. Sample collection during a rain event is not recommended, especially during the spring and summer months when storms can cause extremely unsafe conditions, including heavy rainfall, strong winds, rapid increase in water level, strong currents and unstable, eroding banks. (This is especially true at the Price Ravine location.) Obtaining samples in accordance with permit requirements is not as important as the safety and well-being of Sampling Technicians.
- 2. Sample collection events shall be always done using two Sampling Technicians.
- 3. Sampling Technicians shall wear a bright orange or lime-green reflective type 3 safety vest over an adult life vest, for improved visibility, day and night.
- Sampling Technicians shall wear disposable non-powdered gloves in order to avoid contaminating the samples and protect yourself from potential hazards in the water. Either latex or nitrile gloves will work.
- 5. Sampling Technicians shall coordinate with the City's traffic safety officer regarding the sample collection locations and install at least six orange warning cones to properly direct traffic away from the



work zone when parked on the road shoulder.

- 6. Sampling Technicians shall always turn on the vehicle's mounted LED lights to help increase its visibility in the work zone. Inclement weather conditions can make it very difficult for oncoming traffic to see the work zone.
- 7. Sampling Technicians shall ensure that at least one flashlight and two (2) LED head mounted flashlights are available for use when working at night or in low light conditions.
- 8. Sampling Technicians should consider wearing toed safety boots for toe and foot protection when working in the field. Rubber toed safety boots may be preferred when working near water.
- 9. Sampling Technicians should considering wearing safety glasses when handling water collection samples.
- 10. Cold weather gear (warm jackets, gloves, hat, etc.) may be necessary for sample collection events that occur during low temperatures.

C.3 Sampling Locations and Access

Table 5 provides details and coordinates about the selected sampling locations. Appendix B provides maps of the sample collection sites, as follows: Exhibit A presents a wide-scale map that shows all three sampling locations, along with the City's drainage system basins that discharge to the Republican River. Exhibits B through D provide a closer view of each of the three selected sampling locations. Access information for each of the sampling locations is provided below the table.

Table 5. – Junction City Sampling Locations (as of August 2015)

Sampling Location	Structure ID	Туре	Bridge or Nearest Street	X- Coordinate	Y- Coordinate	Watershed
Site 1	NA	Bridge	US Hwy 77	1634001.372	270715.857	Republican
Site 2	60280	Ditch (Price Ravine)	N Jackson	1641919.447	262377.015	Republican
Site 3	NA	Boat Ramp	Grant Ave/Custer Rd	1652132.278	267031.942	Republican

- Site 1 US Hwy 77. Vehicles can be temporarily parked within the bridge's right shoulder, out of the traffic lane. It is recommended that vehicles approach the bridge slowly with hazard lights turned on. Sampling Technicians can access the Republican River from the top of the bridge deck through the use of a rope and small bucket. The Sampling Technicians should position themselves on the bridge where the river flow depth appears to be at its greatest.
- Site 2 Price Ravine. Vehicles can be parked on the paved right shoulder (facing northwest on North Jackson Street), or can exit right on North Jackson St. east frontage road and park in the



grass west of Price Ravine. Walk in a southeasterly direction until you reach the culvert's headwall. Sampling Technicians can access water flowing in Price Ravine from the top of the bridge deck through the use of a rope and small bucket.

• Site 3 – Grant Ave/Custer Rd Bridge. Vehicles can be parked on the east side of the Republican River in the boat ramp parking area located within the Custer Ave. median. Samples can be taken at the end of the boat ramp. Note: care should be taken when walking on the boat ramp, as portions of the ramp located nearest or in the water can be slick.

C.4 Sample Collection Equipment

The following equipment is required for each sample collection event. It is suggested that the equipment be stored in a clean, covered, five-gallon plastic container and be kept separate from other City materials and equipment.

- 1. Safety clothing, gear and equipment as described in Section C.2.
- 2. KDHE Monitoring Forms (see Appendix A), pens, pencils, and clipboard.
- 3. Vehicle, used for transportation between each of the collection sites that meet local, State, and Federal safety measures.
- 4. One large cooler, used to transport samples to the laboratory. This is typically provided by the laboratory.
- Ice. The bottles are packed in the cooler with liberal amounts of ice to preserve the bacteria samples. See figure to the right.
- 6. Small, clean bucket. Can be used to collect water samples.
- 32-ounce collection bottles (6). These are typically provided by the laboratory. Use clean collection bottles with a screwtight lid.
- 8. Bottle carrier, used to make it easier to transport bottles between the sites.
- 9. Grab bottle pole, used to help collect water samples.



Sample Collection Cooler with Ice

- 10. Rope (100'). Can be used to help collect water samples from a bridge.
- 11. Retractable dog leash. Can be used to help collect water samples from a bridge.





C.5 Sample Collection Event Planning

The following activities should take place prior to each sample collection event.

- The sample analysis laboratory will provide clean 32-ounce sample collection bottles for each event. Contact the laboratory (see Section B.3) to schedule their delivery of clean collection event cooler(s) and clean collection bottles. Note that there are maximum storage times for some pollutants. These storage times should be discussed/confirmed with the laboratory as they can affect the decision to "go or no go" a sample collection event (see more discussion in section C.6).
- If necessary, create and apply blank labels to each bottle.
- Gather all necessary equipment and perform an inventory to ensure all necessary equipment is accounted for and in good condition. Test and calibrate equipment as appropriate.
- Watch the weather prediction reports for predicted rain events. The following website provides continuous weather radar, charts and up-to-date forecasts that can be used for this purpose: http://forecast.weather.gov/afm/PointClick.php?lat=39.02860&lon=-96.84200.
- When expecting or experiencing rain events, regularly check the City's rain gauge, located at the Public Works Maintenance Yard to determine when the sample collection can occur (see next section).

C.6 Sample Collection Event

- A sample collection event can only occur if:
 - o unsafe conditions do not exist or can be eliminated prior to sampling; and,
 - the rainfall depth is equal to or greater than 0.50 inches within the last 24 hours, and the storm event was preceded by at least 24-hours of dry weather; and,
 - samples can be collected within four (4) hours of the rising stage of a stream hydrograph (visual confirmation of rising water levels at the Price Ravine sample location is an appropriate method to assess this factor for sample collection at all sites); and,
 - the maximum storage time(s) for collected samples will not be exceeded. The laboratory can provide the maximum sample storage times for each pollutant. The expected duration of the sample collection event including travel time, laboratory opening and closing times, and laboratory operating days and hours (work days/work weeks only or 24/7) should all be considered to determine if the sample collection event should exceed.
- When it is determined that a sample collection event can occur based on the rainfall amount, log the date, rainfall and other information required on the KDHE Monitoring Form(s).



- Advise the City Engineer that a sample collection event will occur.
- Both Sampling Technicians will Travel to the first site and begin sample collection, as follows:
 - <u>Data Collection:</u> Measure or estimate the required stream data (i.e., flow, level, velocity) and document measurements/estimates on the KDHE Monitoring Form(s). Data collection should occur from the stream banks if safely possible.
 - Sample Collection: The Sample Technicians shall collect a grab sample in a 32 oz. collection bottle. A grab sample is a single sample that is collected by filling up a collection bottle. Sample bottles should be held upside down or in apposition to not collect water until the bottle is below the surface. The sample must be collected in the flowing portion of the stream, as opposed to a stagnant or backwater area. If a flowing portion of the stream cannot be safely accessed by hand, use a rope or a pole and a bucket to collect the sample.
 - <u>Labeling:</u> Label each bottle with the site number, a sample identification number (e.g., 1, 2, 3) and the date and time of sample collection.
 - <u>Documentation</u>: Use the KDHE Monitoring Forms to document the site conditions, including total rainfall depth, river flow rate, river depth, river rising/falling, and river velocity (rapid, normal, still), and the ID's of the samples collected.
 - Sample Storage, Custody and Transport: Place the samples into the cooler packed with ice.
 Add more ice if needed and seal the cooler(s). Note that there are minimum hold times for some pollutants (see discussion in first bullet above).
 - <u>Chain of Custody:</u> After all samples are collected fill out the Chain of Custody form (provided by the laboratory) and contact the laboratory to arrange pick-up or drop-off of the samples.

C.7 Sample Analysis

- The laboratory shall use standard EPA and State-accepted protocols to prepare and analyze samples. The analysis protocol(s) used shall be documented by the laboratory technician. Collected samples must be analyzed within sufficient time from sample collection to ensure accurate results.
- Analysis results shall be reported to the City Engineer and shall include the following, as a minimum:
 - A cover letter for each sample batch that includes a summary of any quality control sample, shipment or analytical problems, as well as documentation of internal decisions. Any problems encountered during sample analysis must be described and their final solutions documented.
 - A copy of the signed chain-of-custody form for each batch of samples.



- Sample concentrations reported on standard data sheets in proper units and to the appropriate number of significant figures. For undetected values, the lower limit of detection for each compound will be reported separately for each sample.
- Dates of sample extraction and analysis.

C.8 Documentation

- For each sample collection event, the analyses results provided by the laboratory and the KDHE Monitoring Form(s) shall be kept by the City Engineer. These items should be organized by sample collection event, and then by permit year. This information will also be included in the City's annual reports as required in Part V.B of the Kansas NPDES small MS4 permit.
- Monitoring and SOP modifications (if made) will be documented and kept in the City Engineer's files organized by permit year.

D. Using the Results

Part III of the City's MS4 Permit states that the wet weather monitoring program should be designed to assess improvements in the water body that may result from the best management practice (BMP) control measures that the City is implementing under the permit's Stormwater Management Program (SMP). In order to assess improvements, the City Engineer will need to examine the analytical results for unexplainable changes, trends or other indications that may be of value to the SMP. Possible analysis methods are described below.

- 1. Comparison of parameter concentrations both upstream and downstream of the MS4. This can be done for either a single event or using a trend analysis.
- 2. Comparison of a single event at the same location to results from the prior event at the same location.
- 3. Trend analysis Analysis results for a single parameter are plotted over time and indicate an overall significant increase or decrease in the parameter.

Increases or decreases in parameter values, either from one sample event to another or over a lengthy period of time, should be considered in an effort to explain a possible cause. However, it is recommended that at a period of at least a 5 years of sampling at each location be collected to establish a baseline for each pollutant of concern prior to prior to evaluating and modifying BMPs. Should monitoring locations need to change, a similar baseline should be developed for each location.

Depending on the parameter of interest, City staff should consider the possibility of a source or cause related to the City's MS4 (i.e., an illicit discharge, illegal connection, or uncontrolled sediment release from construction activities) as possible explanations for an abnormally high pollutant concentration or a trend showing increasing concentrations. Trend analyses (data examined over time) are extremely



helpful in assessing these potential causes. However, extreme caution must be exercised when analyzing stream sample results. Changing land development conditions, upstream conditions or activities and discharges completely unrelated to the City's MS4 can result in sudden or gradual changes to stream parameters. When concentration spikes or unusual stream conditions are identified in the sample results, it is important to consider upstream watershed changes as mindfully as any MS4-related cause.

Where sample analysis results may indicate a potential MS4-related issue or a reduction in pollutant as a result of an MS4 Permit BMP, the MS4 Permit encourages the City to modify the monitoring plan to obtain better information where needed. Altering the monitoring locations in an attempt to "zero in" on a suspected issue or on the BMP of interest can provide valuable data, especially when the source may be an illicit discharge or illegal connection. See section E for more information on revision of the monitoring plan.

E. Monitoring Plan Review/Revision

This monitoring plan, the associated SOP and the analyses results for prior monitoring shall be considered a "living plan" that changes based on the needs of the City or on permit requirements. As such, the plan shall be reviewed by the City Engineer annually to evaluate its appropriateness and effectiveness to meet the City's and permit's monitoring objectives. It is recommended that the review occur in conjunction with the preparation of the City's annual report.



Appendix A KDHE Monitoring Form Template



Appendix B Sample Collection Location Maps

City of Junction City, Kansas

2015 - 2019 Storm Water Management Plan



Department of Public Works 700 N. Jefferson Street Junction City, KS 66441 785-238-7142



Table of Contents

A.	Introduction	. 1						
В.	Organization of the Stormwater Management Program							
C.	Minimum Control Measures	.3						
C	C.1 MCM #1: Public Education and Outreach	. 4						
C	C.2 MCM #2: Public Involvement and Participation	. 6						
C	C.3 MCM #3 – Illicit Discharge Detection and Elimination (IDDE)	.8						
C	C.4 MCM #4 – Construction Site Stormwater Runoff Control	10						
	C.5 MCM #5 – Post-Construction Stormwater Management in New Development au							
C	C.6 MCM #6 – Pollution Prevention/Good Housekeeping for Municipal Operations	15						
D.	Total Maximum Daily Load (TMDL) Regulated Pollutants	17						
E.	Monitoring	19						
F.	Permit Compliance Activities and Schedules	19						
G.	Reporting	20						
Н.	BMP Summary	21						
I.	Required Maps	22						



A. Introduction

This document comprises the City of Junction City's updated Stormwater Management Program (SMP) document. It was developed to meet the requirements of Federal Permit No. KS44010 Kansas Water Pollution Control General Municipal Separate Storm Sewer System (MS4) Permit and Authorization to Discharge under the National Pollutant Discharge Elimination, herein referred to as the Kansas NPDES small MS4 permit. The Kansas Department of Health and Environment (KDHE) is authorized to implement this permit under the National Pollutant Discharge Elimination System (NPDES) Program, which is mandated by Congress under the Clean Water Act¹.

The City has maintained coverage under a Kansas NPDES small MS4 permit since April 11, 2003 (Kansas Water Pollution Control Permit No. M-LR-15-SN01) and has implemented permit requirements under its previously developed SMP. The most recent permit was issued February 1, 2014 and will expire January 31, 2019. While the basic framework of the permit did not change, several new requirements were included in the 2014 permit, including the requirement to update the SMP document. This updated SMP document, which is required by the 2014 permit, describes how the City will address all of its permit requirements through 2019.

The purpose of the Kansas NPDES small MS4 permit is to protect water quality from discharges from regulated stormwater outfalls into waters of the State. Stormwater from urbanized areas may contain pollutants generated by various land uses and human activities. When left uncontrolled, this pollution may result in the impairment of aquatic life or habitats; a loss in aesthetic value; or threats to public safety and health due to contamination of food, drinking water supplies, and recreational waterways.

The Kansas NPDES small MS4 permit requires the City to control the discharge of pollutants to the maximum extent practicable by addressing the following six Minimum Control Measures (MCMs):

- 1. Public Education and Outreach on Stormwater Impacts;
- Public Involvement/Participation;
- 3. Illegal Discharge Detection and Elimination;
- 4. Construction Site Stormwater Runoff Control;
- 5. Post-Construction Stormwater Management in New Development and Redevelopment Projects; and
- 6. Pollution Prevention/Good Housekeeping for Municipal Operations

MCMs are addressed through the City's implementation of structural and non-structural Best Management Practices (BMPs) over the permit term. The BMPs are described in Section C of this SMP document. Those BMPs which can reduce the discharge of the Total Maximum Daily Load (TMDL) regulated pollutants from the MS4, identified in the Kansas NPDES small MS4 permit as "TMDL

¹ 40 C.F.R. Part 122 - EPA Administered Programs: The National Pollutant Discharge Elimination System



Regulated Pollutants", are identified in Section D. Section G of this SMP document provides a summary of the BMPs and the schedule for implementation, in calendar years.

Note: In 2007, the City adopted Ordinance G1027, which added Chapter 456 to Title IV of the Code of Ordinances, entitled "Stormwater Management, Illegal Discharge, and Pollution Prevention". The ordinance provides the regulatory basis for the City's Illicit Discharge, Construction Site Runoff, and Post-Construction Stormwater Management programs. In this SMP document, the ordinance will be referred to as Ordinance G1027.

B. Organization of the Stormwater Management Program

Part I.E of the Kansas NPDES small MS4 permit requires the City to identify the parties responsible for compliance with the SMP document. **Table 1** presents the City staff that have the responsibility for performing permit compliance BMPs and other related activities. Compliance activities are coordinated through the Engineering Division within the Department of Public Works. While the City Engineer is responsible for overall coordination and reporting, staff from several other departments and divisions have important roles in implementing the SMP.

Table 1. Summary of MS4 Program Responsibilities

Responsible City Staff	Responsibilities*						
	Oversight and coordination						
	Reporting and KDHE liaison						
	SMP Document Maintenance						
City Engineer	Public Education MCM: BMPs 1.01-1.03						
City Engineer	Public Involvement MCM: BMP 2.01 - 2.03						
	Illicit Discharge MCM: BMPs 3.01 – 3.04						
	Construction Site MCM: BMPs 4.01 – 4.03						
	Post-Construction Site MCM: BMPs 5.1 – 5.04						
Public Works Director	Good Housekeeping MCM: BMPs 6.01 - 6.03						
Recreation and Parks	Good Housekeeping MCM: BMPs 6.02 - 6.03						
City Manager Kansas NPDES small MS4 permit required signal certifications							

^{*}Refer to Part C for description of each BMP.

Program Coordination

The City Engineer will provide oversight, coordination and reporting for the MS4 program. The City Engineer will not direct the details of each BMP implemented, but rather will coordinate with each staff member responsible for BMP implementation (as listed in Table 1). The City Engineer serves as the main point of contact for the City's SMP. Oversight tasks performed by the City Engineer include, but are not limited to, the following:



- 1. Understanding of the requirements of the Kansas NPDES small MS4 permit requirements and the City's compliance program as defined in this SMP document;
- Coordinating with responsible staff on the proper and timely implementation and documenting of BMPs;
- 3. Assessing the City's permit compliance as required, and implementing and documenting SMP modifications, as appropriate;
- 4. Permit-required reporting; (discussed in detail in Section F);
- 5. Maintaining the City's permit compliance documentation; and,
- 6. Serving as the main contact for the City's SMP.

SMP oversight is a significant task in terms of both time and effort, even with the delegation of BMP implementation to the responsible staff listed in Table 1. The City Engineer receives support from staff in other City departments and divisions to implement the SMP.

C. Minimum Control Measures

Part I.C of the permit requires the City to continue to review, update and implement BMPs with measurable goals for each of the six MCMs. Information about the required MCMs is provided in the guidance created by KDHE entitled *FACT SHEET: MS4 Six Minimum Control Measures for Municipal Separate Storm Sewer Systems (MS4s) with NPDES Permits*, available for download on KDHE's website. Herein, the fact sheet will be identified as the "KDHE Fact Sheet".

This section describes the BMPs that the City will implement to meet each MCM. Included with each BMP is:

- a unique identification number and title for each BMP;
- a BMP description;
- measureable goal(s) for each BMP;
- an implementation timeframe or frequency for the BMP;
- identification of parties responsible for BMP implementation; and
- the BMP documentation approach to measure BMP goal(s).

The list of BMPs described in this section are summarized in Section H of this SMP Document.



C.1 MCM #1: Public Education and Outreach

KDHE Fact Sheet Section A.1

The permittee shall implement a public education program which includes distribution of educational materials to the community or conducting equivalent outreach activities which address the impacts of stormwater discharges on water bodies and the steps the public can take to reduce pollutants in stormwater runoff.

BMP 1.01 - Public Service Announcement

BMP description: Public Services Announcements (PSAs) which provide information on the impacts of stormwater discharges on water bodies and the steps that can be taken to reduce pollutants in stormwater will be displayed on the Government Access Channel (GAC Channel 3). The content provided may vary during the permit year, at a frequency determined by the City. The target audience for this BMP is the general public.

Measurable goal: This BMP provides general stormwater quality information in a venue accessible to most of the Junction City general citizenry. The viewing area contains approximately 9,079 occupied households². All homes which obtain services from cable providers or have televisions equipped with digital capability will have access to the information.

Implementation schedule: The information will scroll with other unrelated GAC content each day throughout the permit year during when other programming (such as public meetings) are not in progress.

Responsible party: City Engineer

Documentation: The information displayed on the Government Access Channel will be documented via copies of the slides placed in the City's Kansas NPDES small MS4 permit files, identified by permit year.

BMP 1.02 – Stormwater Webpage

BMP description: The City operates a website where citizens can access City related information. A webpage of this site is dedicated to stormwater information and education. The webpage provides general information on the impacts of stormwater, as well as guidance and links to resources for illicit discharges and construction and post-construction requirements. Content may be modified during the permit year as the City deems appropriate to educate the general public on stormwater quality and related topics. The target audiences for this BMP are the general public and land developers, site design engineers and contractors. The url of the webpage is http://www.junctioncity-ks.gov/pview.aspx?id=1591.

http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk

.

² U.S. Census Bureau. American Fact Finder. Selected Housing Characteristics 2009-2013 American Community Survey. Available online at



Measurable goal: This BMP provides general stormwater quality information in a venue accessible to most of the Junction City general citizenry. Residents and business owners are increasingly reliant on the City's website to obtain information and services, therefore the web is a suitable medium for offering messages to the general public and for land development stakeholders.

Implementation schedule: The webpage will be displayed continuously, with the exception of days required for website repair, updates or modification.

Responsible party: City Engineer

Documentation: Webpage content provided during the permit year will be summarized on an annual basis. The number of visits to the web page during the permit year will also be recorded. This information will be stored in the City's Kansas NPDES small MS4 permit files, filed by permit year.

BMP 1.03 - Stormwater Brochure

BMP description: A customized tri-fold brochure entitled *Keep Our Water Clean, When it Rains, It Drains: A Citizen's Guide to Understanding Stormwater Runoff Problems* is distributed to the general public through a link on the City's stormwater website, and through an annual mailing of printed copies as well as placement in City service locations. The locations where the flyer is available are listed below:

- Dorothy Bramlage Public Library, 230 West Seventh Street
- Junction City Hall, 700 N. Jefferson Street
- Customer Service Center, 700 N. Jefferson Street
- Department of Public Works,700 N. Jefferson Street
- Water Plant, Water Plant Rd.
- 12th Street Community Center, 1002 W. 12th Street

Brochures will be mailed annually to approximately 9,500 residences as an insert with water/sewer bills. Brochure information includes the following topics: definition of stormwater runoff, effects of stormwater runoff, and prevention of stormwater runoff (including: lawn care, pet care, auto care, home repair and construction, septic system maintenance, and swimming pool and spa care). The brochure contains urls for the EPA and Junction City websites and contact information for the City's stormwater program.

Measurable goal: Hardcopy brochures will be available on a continuous basis at City service locations and are provided in an annual mailing of the brochure in water/sewer bills.

Implementation schedule: The brochure will be made available for download and/or hardcopies distributed throughout the permit year as identified above.

Responsible party: City Engineer



Documentation: The brochure and a summary of distribution activities performed during the permit year will be kept in the City's NPDES small MS4 permit annual files.

C.2 MCM #2: Public Involvement and Participation

KDHE Fact Sheet Section A.2.

The permittee shall implement a public involvement and participation program to solicit public comment and recommendations regarding the BMPs and measurable goals utilized by the permittee to comply with the permit. The permittee shall comply with State and local public notice requirements when implementing a public involvement and participation program.

BMP 2.01 – Reporting Mechanism(s)

BMP description: The "Service Request" function of the City's website offers opportunities for the public to report problems they observe in the City, including stormwater pollution issues. Information submitted by the public is routed to the appropriate City personnel who respond appropriately. Through the use of the Service Request tool, citizens may report illicit discharges to the MS4, construction site stormwater runoff problems, or maintenance/repair needs within MS4, thus interfacing with MCMs #3, 4, 5 and 6.

Additionally, there are alternative ways the public can notify the City of issues related to stormwater runoff from construction activities. The mechanisms for receiving and considering this information are as follows:

- the City's *YOURGOV* smartphone application (if downloaded) to geolocate a problem;
- complete a form in person at the Department of Public Works office, 700 N.
 Jefferson St.
- call the Department of Public Works telephone number (248) 624-0141, Monday through Thursday, 7 a.m. to 5 p.m.; and
- call the Police Department (for illegal activities or after hours emergencies) (248) 624-6114.

In all cases, the information is routed to the appropriate personnel for handling.

Measurable goal: This BMP provides a venue in which the general citizenry may participate in the City's implementation of the SMP.

Implementation schedule: The Service Request tool will be available continuously on the City website.



Responsible party: City Engineer

Documentation: Webpage content showing the "Service Request" function will be recorded and kept in the City's Kansas NPDES small MS4 permit files, filed by permit year.

BMP 2.02 - Participation in Local Activity

BMP description: A community cleanup is held annually, each spring, in which volunteers remove litter and other trash from public spaces throughout the community, including along stream banks. The City, local non-profit groups, and businesses contribute resources to the event. The community cleanup provides opportunities for citizens to witness the impacts of pollution on local water bodies, to make a connection with the behaviors that result in such impacts, and to actively participate in pollution prevention or removal practices.

Measurable goal: One community cleanup will be hosted annually. Information will be posted on the City's website and coordinated through the cooperating partners.

Implementation Schedule: The cleanup will be held annually, typically in conjunction with Earth Day events.

Responsible party: City Engineer

Documentation: Information on the number of participants and amount of trash collected will be kept in the City's Kansas NPDES small MS4 permit annual file, organized by permit year.

BMP 2.03 - Public Notice

BMP description: Public notice is provided when any SMP-related items are scheduled to be acted upon in a public meeting.

Measurable goal: Public notice will be issued when SMP-related items are discussed in a public meeting.

Implementation Schedule: This BMP will be implemented whenever SMP related items are scheduled to be acted upon in a public meeting, throughout the permit period.

Responsible party: City Engineer

Documentation: Copies of notices for public meetings where stormwater management topics will be discussed are kept in the City's Kansas NPDES small MS4 permit annual files, organized by permit year.



C.3 MCM #3 – Illicit Discharge Detection and Elimination (IDDE)

KDHE Fact Sheet Section A.3

The permittee shall:

- a. develop and enforce a program to detect and eliminate illicit discharges into the MS4;
- b. develop a storm sewer system map of the permittee's MS4 showing the location of all outfalls, either pipes or open channel drainage, showing the names and location of all streams or lakes that receive discharges from those outfalls. A copy of the map shall be submitted to KDHE. This map may be submitted as a PDF file(s) on compact disc.
- c. enact ordinances or resolutions to prohibit non-stormwater discharges into the storm sewer system and implement appropriate enforcement procedures and actions if the permittee has such authority. A copy of the ordinances or resolutions shall be submitted to KDHE.
- d. inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste; and
- e. develop and implement, a plan to detect, identify, and address non-stormwater discharges, including illegal dumping, to the storm sewer system. (The KDHE Fact Sheet identifies 23 examples of non-stormwater discharges that are not prohibited from entering the MS4. For brevity, these examples are not listed here.)

BMP 3.01 - Outfall Dry Weather Screening

BMP Description: The objectives of this BMP are to detect and eliminate illicit discharges to the City's MS4 outfalls. Outfalls are screened for illicit discharge during dry weather. Outfalls have been inventoried and mapped (see BMP 3.02) using Geographic Information Systems (GIS) tools. Outfall screening activities are addressed in the *City's Illicit Discharge Detection and Elimination Standard Operating Procedure* (SOP) further described in BMP 3.05.

Measurable goal: Conduct dry weather, visual field screening at all known MS4 outfalls at a minimum of once every five (5) years.

Implementation schedule: Twenty percent (20%) of known MS4 outfalls will be screened during each permit year, such that a100% of outfalls are screened during the five-year permit period.

Responsible party: City Engineer

Documentation: Documentation of outfall screening activities will be kept in the City's Kansas NPDES small MS4 permit files, organized by permit year.

BMP 3.02 – Storm Sewer System Outfall Map Updates

BMP description: This BMP provides for updates of the City's stormwater outfall map(s) to include outfalls constructed as a result of new development within the MS4.

Measurable goal: Update the City's stormwater outfall map(s) on an annual basis.

Implementation schedule: Update the City's stormwater outfall map(s) on an annual basis.



Responsible party: City Engineer

Documentation: The City's stormwater outfall map(s) will be maintained at the City's offices.

BMP 3.03 – Illicit Discharge Ordinance

BMP description: Ordinance G1027 addresses Kansas NPDES small MS4 permit related requirements. For purposes of this BMP, the ordinance prohibits non-stormwater discharges into the MS4. The ordinance authorizes the City to conduct inspection activities to detect illicit discharges and to enforce where violations occur. The purposes of the ordinance are to prohibit non-stormwater discharges, identify non-stormwater discharges that are not prohibited from discharging to the MS4, and enable the City to inspect and enforce compliance with G1027.

Measurable goal: The ordinance will be maintained by the City, and may be occasionally revised if deemed appropriate to effectively implement the illicit discharge detection and elimination requirements of the Kansas NPDES small MS4 permit.

Implementation schedule: The ordinance is effective continuously.

Responsible party: City Engineer

Documentation: The adopted ordinance provides documentation of this BMP. A copy of Ordinance G1027 is kept in the City's Kansas NPDES small MS4 permit files.

BMP 3.04 – IDDE Standard Operating Procedure

BMP description: A Standard Operating Procedure (SOP) that identifies the City's plan to detect and eliminate non-stormwater discharges, including illegal dumping, into the MS4 will be developed and implemented, based on Ordinance G1027 and current City (unwritten) policies and procedures. Herein, this document is titled SOP. The SOP will outline the City's strategy for conducting dry weather screening and illicit discharge investigations, including enforcement procedures.

Measurable goal: to the SOP will streamline the City's IDDE program so that it is:

- **consistent** suspected "violators" are treated equitably, follow-up activities are performed toward achieving elimination of confirmed illicit discharges; and
- **reliable** dry weather screening goals met each year, reports received by the public are handled in a timely manner, etc.

Implementation schedule: The SOP will be developed in Year 2015 and modified as needed afterward.

Responsible Party: City Engineer



Documentation: The SOP will be maintained by the City Engineer, and a copy will be placed in the City's Kansas NPDES small MS4 files. SOP implementation data (e.g., outfall inspection documentation, suspected discharge investigations, etc.) will be documented as directed by the SOP and kept in the City's Kansas NPDES small MS4 permit files, organized by permit year.

C.4 MCM #4 - Construction Site Stormwater Runoff Control

KDHE Fact Sheet Section A.4

The permittee shall develop, implement and enforce a program to reduce pollutants in any stormwater runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of stormwater discharges from construction activity disturbing less than one acre must be included in the program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. The program must include the development and implementation, at a minimum, of the following:

- a. Permittees which have the authority to enact ordinances or resolutions shall enact such ordinances or resolutions to require erosion and sediment control, as well as sanctions to ensure compliance, to the extent allowable under State and local law;
- Requirements for construction site owners or operators to implement appropriate erosion and sediment control best management practices;
- c. Requirements for construction site owners or operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that are likely to cause adverse impacts to water quality;
- d. Procedures for site plan review which incorporate consideration of potential water quality impacts;
- e. Procedures for receipt and consideration of information submitted by the public; and
- f. Procedures for site inspection and enforcement of control measures.

BMP 4.01 - Construction Site Stormwater Runoff Control Ordinance

BMP description: Ordinance G1027 addresses Kansas NPDES small MS4 permit related requirements. For purposes of this BMP, the ordinance requires submittal of Stormwater Pollution Prevention Plans (SWP3) that address erosion and sediment control for construction activities that result in a land disturbance of greater than or equal to one acre, or that are part of a larger common plan of development or sale that will disturb one acre or more. The ordinance also requires the control of wastes associated with construction activities and includes the authority and tools for enforcement.

Measurable goal: The ordinance is maintained by the City, and may be occasionally revised if needed. The ordinance will be maintained by the City, and may be occasionally revised if deemed appropriate to effectively implement the construction site stormwater runoff control requirements of the Kansas NPDES small MS4 permit.

Implementation schedule: The ordinance is effective continuously.

Responsible party: City Engineer



Documentation: The adopted ordinance provides documentation of this BMP. A copy of Ordinance G1027 is kept in the City's Kansas NPDES small MS4 permit files.

BMP 4.02 - SWP3 Review

BMP description: SWP3s are reviewed by the City for compliance with Ordinance G1027 and the City's Erosion Control Specifications provided on the City's website. The review includes a determination of plan completeness and adequacy with respect to erosion and sediment control prior to approval for the commencement of construction activities, as defined in Ordinance G1027.

Measurable goal: The City will review SWP3 submitted for all site developments that must comply with the construction site stormwater runoff control provisions of Ordinance G1027.

Implementation and Schedule: The City performs reviews of SWP3s as such plans are submitted.

Responsible party: City Engineer

Documentation: SWP3 review is documented by City review, comments and approval of adequate and complete plans, or by City required revision of inadequate or incomplete plans. Approved plans are kept in the City's site development files.

BMP 4.03 – Inspection and Enforcement of SWP3

BMP description: Ordinance G1027 authorizes the City to inspect and enforce (when necessary) construction activities which are subject to the City's erosion and sediment control requirements for compliance with approved SWP3 and for the proper maintenance and condition of erosion prevention and sediment control measures implemented on site.

Non-compliance is handled through informal and/or formal enforcement procedures authorized in the ordinance. Enforcement actions are intended to: stop the non-compliant activity; deter further non-compliance; and make necessary repairs to achieve compliance.

Inspections are performed at scheduled intervals throughout construction, which are determined based on the size and complexity of the site. Inspections may also be performed in response to a complaint (see BMP 2.01) or condition observed and reported to the City by a citizen or City employee.

Informal or formal enforcement actions are taken against owner or operators of construction activities to compel him/her to return to compliance. The City's goal is to conduct enforcement for all sites it finds out of compliance.

Measurable goal(s): Inspections of site development activity, including soil disturbance, to ascertain compliance with the approved SWP3 and the requirements of ordinance G1027 will be performed at all site development activities that have an approved and active SWP3. Enforcement activities will be performed as appropriate and required.



Implementation schedule: The inspection program is implemented continuously.

Responsible party: City Engineer

Documentation: Information on SWP3-driven inspections performed and/or enforcement actions taken each permit year will be kept in the City's Kansas NPDES small MS4 permit files, organized by permit year.

C.5 MCM #5 – Post-Construction Stormwater Management in New Development and Redevelopment Projects

KDHE Fact Sheet Section A.5.

The permittee shall develop, implement, and enforce a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into the MS4. The program must include the development and implementation, at a minimum, of the following:

- a. BMPs to prevent or minimize adverse water quality impacts;
- b. Strategies which include a combination of structural and/or non-structural BMPS appropriate for the municipality;
- c. For permittees which have the authority, ordinances or resolutions to address post-construction runoff from new development and redevelopment projects to the extent allowable under State and local law; and
- d. Ensure adequate long-term operation and maintenance of BMPs.

BMP 5.01 - Post-Construction Ordinance

BMP description: Ordinance G1027 addresses Kansas NPDES small MS4 permit related requirements. For purposes of this BMP, the ordinance authorizes the City to require post-construction stormwater management on new developments and redevelopments. The ordinance will be modified to increase its clarity regarding post-construction design requirements and to reference appropriate design specifications for post-construction water quality.

Measurable goal: The ordinance is maintained by the City, and will be revised to clarify the City's post-construction regulations in accordance with Kansas NPDES small MS4 permit requirements.

Implementation schedule: The ordinance is effective continuously. Ordinance revisions to strengthen post-construction revisions will occur no later than Permit Year 2 (2016).

Responsible party: City Engineer

Documentation: The adopted ordinance provides documentation of this BMP. A copy of Ordinance G1027 is kept in the City's Kansas NPDES small MS4 permit files.



BMP 5.02 - Site Development Plan Review

BMP description: Site development plans are reviewed by the City for compliance with Ordinance G1027. The review includes a determination of plan completeness and adequacy for post-construction water quality design prior to approval for the commencement of soil disturbance.

Measurable goal: The City will review post-construction water quality designs for all site developments that must comply with the post-construction water quality provisions of Ordinance G1027.

Implementation and Schedule: The City performs reviews of site development plans throughout each year as such plans are submitted.

Responsible party: City Engineer

Documentation: Site development plan review is documented by City review, comments, and approval of adequate and complete plans, or by City required revision of inadequate or incomplete plans. Approved plans are kept in the City's site development files.

BMP 5.03 Inspection and Maintenance of Post-Construction BMPs

BMP description: Ordinance G 20127 authorizes the City to require owners/operators of post-construction BMP(s) to perform inspections and/or maintenance activities for the BMPs. The City is authorized to inspect and enforce (if needed) post-construction BMP(s) for compliance with the approved site development plan(s) and for the proper maintenance and condition of the BMP(s);

Non-compliance is handled through informal and/or formal enforcement procedures authorized in the ordinance. Enforcement actions are intended to: ensure that post-construction BMPs are included per the design plans, ensure that the BMPs are installed correctly and ensure that BMPs are maintained in perpetuity as approved in the site development plan(s).

Inspections by the City are performed at intervals determined to be appropriate for the BMPs, based on the type of BMPs, and the inspection and maintenance documentation and history that is prepared and kept by the property owner. Inspections may also be performed by the City in response to a complaint or condition observed and reported to the City by a citizen or City employee.

Informal or formal enforcement actions are taken against owner or operators of post-construction BMPs to compel him/her to return to compliance. The City's goal is to conduct enforcement for all BMPs it finds out of compliance.

Measurable goal(s): Post-construction BMP inspections to ascertain compliance with ordinance G1027 will be performed for BMPs that are subject to the City's post-construction requirements. Enforcement activities will be performed as appropriate and required.

Implementation schedule: The inspection program is implemented continuously.



Responsible party: City Engineer

Documentation: Documentation of post-construction BMP inspections performed, and of enforcement actions taken each permit year will be kept in the City's Kansas NPDES small MS4 permit files, organized by permit year.



C.6 MCM #6 - Pollution Prevention/Good Housekeeping for Municipal Operations

KDHE Fact Sheet Section A.6

The permittee shall develop and implement an operation and maintenance program that includes employee training to prevent and reduce stormwater pollution from municipal operations activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

BMP 6.01 – Storm Sewer System Inspection and Cleaning Program

BMP description: Street sweeping and intake grate/structure cleaning activities are performed to reduce pollution carried in stormwater runoff to the MS4. These activities remove debris and sediment before they reach receiving water bodies through MS4 outfalls. Street sweeping plays a significant role in pollution prevention by keeping trash, particulates, and organic matter from entering the storm drainage system. Routine stormwater system maintenance is needed in order for it to function properly and to prevent or reduce the amount of pollutants caused by pooling, clogging, structural failure and other scenarios that could introduce pollutants to the storm drainage system.

Measurable goal: Removal of trash and particulates from street sweeping activities are measured in the amount of the debris collected on an annual basis. The number of inlets/structures cleaned annually is recorded as a measure of performance for the inlet/structure cleaning program.

Implementation schedule: Commercial streets are swept once per month while residential streets are swept bi-annually, in conjunction with seasonal conditions. Inlets are cleaned according to a schedule that is developed using a variety of factors, including location of inlet, citizen complaints, history of street flooding, etc.

Responsible party: Public Works Director

Documentation: Records of the amount of debris collected and/or inlets cleaned annually are kept in the City's Kansas NPDES small MS4 permit files, organized by permit year.

BMP 6.02 – Facility/Operation Pollution Prevention Assessments

BMP description: City-owned facilities and City operations will be assessed for the potential for discharging pollutants and the presence of appropriate pollution prevention practices (e.g., spill cleanup equipment and procedures, chemical and petroleum storage and application practices, etc.). Recommendations will be made for pollution prevention improvements where needed. Based on the assessment, the City will employ appropriate corrective measures, such as focused staff training, SOPs, or structural BMPs, to prevent pollutant discharges. The schedule for implementation such measures will be determined after the assessments are completed.



Measurable goal: The City facilities and operations that will be assessed are presented in Table 2.

Table 2. City Facilities and Operations Assessments

Facility	Operation(s)				
Freeman Field (Municipal airport)	 Vehicle and equipment storage, fueling, maintenance and cleaning Paving, deicing Existing NPDES permits 				
Public Works Facility	 Vehicle and equipment maintenance, fueling, cleaning and storage Other fluid transfer Bulk storage 				
Parks and Recreation	 Vehicle and equipment maintenance, fueling, cleaning, and storage Other fluid transfer Bulk storage Fertilizer & herbicide application 				
Police Department Warehouse	 Vehicle and equipment maintenance, fueling, cleaning and storage Bulk storage 				

Implementation schedule: Each facility will assessed and a schedule determined for any corrective measures needed by December 31, 2016. Upon finalization, the procedures will be reviewed at least annually, and incorporated as a topic in annual training. The City will perform periodic "reviews" of each facility's conditions and/or documentation to confirm the procedures are being followed, and/or identify needed changes.

Responsible party: City Engineer

Documentation: The assessment, recommendations, and related documents will be documented and kept in the City's Kansas NPDES small MS4 permit files. Corrective measures will be documented as appropriate for the measure. Proof of corrective measures taken shall be kept in the same permit files, organized by the permit year in which the measure(s) were first employed.

BMP 6.03 – Employee Training

BMP description: City employees engaged in the operations listed in BMP 6.02, Table 2 will be trained on pollution prevention techniques. The training will address pollution prevention techniques employed at an array of municipal operations. Such training may include, but is not limited to: fueling; equipment storage and maintenance; recycling; solid waste handling and transfer; salt and materials storage; pesticide storage and application; and pollution prevention at public works yards, or vehicle storage and maintenance yards. Training on pollution prevention



procedures may address other pollution prevention techniques based upon the findings of the assessments conducted for BMP 6.02.

Measurable goal: All pertinent employees will attend training annually, at a minimum.

Implementation schedule: Comprehensive training is provided annually.

Responsible party: City Engineer

Documentation: Copies of the training presentation/materials, along with attendance records are kept in the City's Kansas NPDES small MS4 permit files, organized by permit year.

D. Total Maximum Daily Load (TMDL) Regulated Pollutants

D.1. <u>Identification of Best Management Practices</u>

Part I.D. and Part II of the Kansas NPDES small MS4 permit require the City to review, update, implement and develop structural and non-structural BMPS to reduce the discharge of the "TMDL-regulated pollutants" to the MEP. **Table 3** presents the TMDL regulated pollutants and impaired stream, which are defined solely in the permit, along with a list of the City's BMPs that can address discharges of these pollutants to impaired streams. The BMPs in Table 3 were described previously, in Section C of this document. Part D.1.f of the permit requires a schedule for implementing the BMPs

It is important to note that the Kansas River is included in the "TMDL Table" which is presented on page 4 of the City's Kansas NPDES small MS4 permit. However, the Junction City MS4 is entirely located upstream of the Kansas River. The MS4 does not have any known outfalls that discharge directly to the Kansas River, nor is the river located within MS4 boundary. Therefore, the Kansas River is not included in Table 3 as an impaired stream relevant to the activities or BMPs included in the City's updated SMP.

Table 3. TMDL Regulated Pollutants and Associated Junction City BMPs

TMDL Regulated Pollutant	Impaired Stream	Associated BMPs
Bacteria	Republican River	1.02, 1.03, 2.01, 3.01, 3.03, 3.05
Nutrients	Republican River	1.02, 1.03, 2.01, 5.01 to 5.05, 6.02, 6.03
Sediment	Republican River	1.02, 1.03, 2.01, 4.01 to 4.05, 5.01 to 5.05, 6.03

D.2. <u>Compliance Information Guide</u>

Table 4 presents a guide on how this updated SMP document provides information to satisfy the SMP requirements listed in Part I.D of the permit. Note, this section is only relevant for the BMPs listed in Table 3.



Table 4. TMDL Regulated Pollutants SMP Requirements Guidance

Permit	Permit Requirement Summary	Comment
Section	Identification of the BMPs that can	Con Continu D. 2. Table 4
Part I.D.1.a.	TMDL Regulated Pollutants	See Section D.2, Table 4
Part I.D.1.b.	Description of non-structural BMPs	See Section C, then see Description
Part I.D.1.c. Part I.D.1.d.	Location of structural BMPs Design factors associated with structural BMPs	No structural BMPs are planned
Part I.D.1.e.	Reported effectiveness of BMPs	See Section C, then see Description
Part D.1.f.	A schedule for implementing BMPs	See Section C and Section H
Part I.D.1.g.	An inspection/maintenance plan and schedule for each BMP	Performed as part of annual reporting activity, see Section G Reporting
Part I.D.1.h.	A plan an schedule to monitor the effectiveness of the BMPs	Performed as part of annual reporting activity, see Section G Reporting
Part I.D.2	Measureable goals for "TMDL BMPs" based on sampling or modeling, and report in terms of concentration and/or total mass of pollutant	Goals are not based on sampling or modeling at this time. There is insufficient instream and BMP performance data to evaluate goals at this time and make appropriate changes. Further, goal establishment in terms of concentration or total mass are not appropriate when there is insufficient data to allow specific, measurable, attainable, realistic and timely (SMART) goal setting for purposes of permit compliance.
Part I.D.3	Required maps	See Section I
Part I.D.4	Alternative stormwater offsite pollution reduction program	This optional program is not being performed by the City.
Part I.E	Parties responsible for compliance with SMP document	See Sections C, E and G, then see Responsible party
Part I.F	Monitoring Requirements	See Section E Monitoring
Part I.G	Reporting Requirements	See Section G Reporting
Part I.H	Modifications to BMPs and the SMP document	Performed as part of annual reporting activity, see Section G Reporting



E. Monitoring

Description: A document entitled *Junction City NPDES small MS4 Permit Monitoring Standard Operating Procedure* will serve as the City's comprehensive guide for the monitoring performed to meet Part III of the Kansas NPDES Small MS4 permit. The SOP will identify monitoring program objectives, monitoring location(s), sampling procedures, analysis methods and documentation requirements. The SOP will also provide guidance on the relocation of sampling sites, to determine SMP effectiveness.

The SOP will be reviewed annually to evaluate its appropriateness and effectiveness to meet the City's and permit's monitoring objectives.

Responsible party: City Engineer.

Documentation: The SOP and monitoring results will be kept in the City's Kansas NPDES small MS4 permit files. Monitoring results and SOP modifications (if performed) will be organized by permit year. Monitoring results will also be included in the City's annual reports as required in Part V.B of the Kansas NPDES small MS4 permit.

F. Permit Compliance Activities and Schedules

Part IV of the Kansas NPDES small MS4 permit lists permit compliance activities and schedules relevant to the "TMDL Table" presented on page 4 of the City's permit. **Table 5** presents a general overview of the updated SMP implementation schedule, relevant to Part IV of the permit.

Table 5. SMP Compliance Schedule

Permit Section	Summary Requirement	SMP Document Response
Part IV.A	Year 2014: Inventory and water body maps; Identify structural or non-structural BMPs; Implement new, or continue existing, effective plans for source control programs; Implement stormwater monitoring program	Inventory complete. See BMP 3.01 for updates of outfall map. See BMPs 1.02, 1.03, 2.01, 3.01, 3.03, 3.05, 4.01 to 4.03, 5.01 to 5.05, 6.02 and 6.03 for a list of non-structural BMPs (source control programs). No structural BMPs are planned at this time. See Section E for monitoring.
Parts IV.B to E	Years 2015 through 2019: Continue the source control programs and monitoring. Initiate structural BMPs (2017)	See BMPs 1.02, 1.03, 2.01, 3.01, 3.03, 3.05, 4.01 to 4.03, 5.01 to 5.05, 6.02 and 6.03 for a list of non-structural BMPs. No structural BMPs are planned at this time. See Section E for monitoring.



Permit Section	Summary Requirement	SMP Document Response
Part IV.F	Submit updated SMP and Annual Reports.	This document comprises the updated SMP. See Section G, Reporting, for Annual Report information.
Part IV.G	February 28, 2019 - Provide a final report.	This information will be included in the Annual Report submitted on February 28, 2019. See Section G. Reporting, for Annual Report Information.

G. Reporting

Description: An annual report covering the period of January 1 through December 31 of each year must be prepared for submittal to KDHE by February 28 of each year in accordance with Part V of the Kansas NPDES Small MS4 permit. The City uses a standard form (*MS4 2014 Annual Report*) developed by KDHE for purposes of reporting. In accordance with Part V of the permit, specific activities that will be reported annually include:

- 1. The status of compliance with permit conditions, including:
 - an assessment of the appropriateness of the identified best management practices, progress towards reducing the discharge of pollutants to the maximum extent practicable (MEP);
 - b. measurable goals (with an indication of the progress toward meeting the goals) for each BMP designed to meet the six Minimum Control Measures and TMDLs as listed in this SMP document;
- 2. Results of information collected and analyzed, including monitoring data, if any, during the reporting period;
- 3. Summary and status of the stormwater activities that the City:
 - a. planned to undertake during the previous calendar year, and
 - b. plans to undertake during the next reporting cycle (including implementation schedule);
- 4. Map showing changes in the City's jurisdictional Permit Area, if applicable;
- 5. Description of any changes in any of the best management practices;
- 6. Updated ordinances or resolutions;
- 7. A list of other parties, if any, which will be responsible for implementing any of the program areas of the Stormwater Management Program.

Responsible party: City Engineer

Documentation: Copies of the annual reports are kept in the City's NPDES small MS4 permit files, organized by permit year, for a minimum of three (3) years.



H. BMP Summary

Table 6 provides a summary of the BMPs used to comply with the requirements of the six MCMs, along with implementation schedule (by permit year) and the responsible party. The reader is referred to Section C for more detailed information on each BMP.

Table 6. Stormwater Management Program Plan Implementation Schedule

	Year(s) Implemented									
BMP	Task	2014	2015	Responsibility						
MCM #1 Public Education and Outreach										
1.01	Public Service Announcement	NA	✓	✓	✓	✓	City Engineer			
1.02	Stormwater Webpage	✓	✓	✓	✓	✓	City Engineer			
1.03	Stormwater Brochure	✓	✓	✓	✓	✓	City Engineer			
	MCM #2 Public	Involve	ment ar	nd Parti	cipation					
2.01	Reporting Mechanism(s)	✓	✓	✓	✓	✓	City Engineer			
2.02	Participation in Local Activity	✓	✓	✓	✓	✓	City Engineer			
2.03	Public Notice	NA	✓	✓	✓	✓	City Engineer			
MCM #3 Illicit Discharge Detection and Elimination										
3.01	Outfall Dry Weather Screening	✓	✓	✓	✓	City Engineer				
3.02	MS4 Outfall Map Updates	✓	✓	✓	✓	✓	City Engineer			
3.03	Illicit Discharge Ordinance	✓	✓	✓	✓	✓	City Engineer			
3.04	Illicit Discharge SOP	NA	NA	✓	✓	✓	City Engineer			
	MCM #4 Construction	n Site S	tormw	ater Rui	noff Cor	itrol				
4.01	Construction Site Mmgt Ordinance	✓	✓	✓	✓	✓	City Engineer			
4.02	SWP3 Review	✓	✓	✓	✓	✓	City Engineer			
4.03	Inspection & Enforcement of SWP3	√	✓	✓	✓	✓	City Engineer			
	MCM #5 Post-Const	ruction	Stormy	vater M	anagem	ent				
5.01	Post-Construction Ordinance	✓	✓	✓	✓	✓	City Engineer			
5.02	Site Development Plan Review	NA	✓	✓	✓	✓	City Engineer			
5.03	Inspection and Maintenance of Post-Construction BMPs	NA	NA	✓	✓	✓	City Engineer			
	MCM #6 Pollution Prevention	n/Good	l House	keeping	for Mu	nicipal	Ops.			
6.01	Storm Sewer System Inspection & Cleaning	✓	✓	✓	✓	✓	Public Works Dir.			
6.02	Facility/Operation Pollution Prevention Assessments	NA	NA	✓	✓	✓	Public Works Dir., Parks & Rec.			
6.03	Employee Training	NA	✓	✓	✓	✓	Public Works Dir., Parks & Rec.			

NA = BMP is not applicable to the permit year because it is new and therefore was not performed as described in this SMP during the permit year.



I. Required Maps

Required maps are currently under development.

APPENDIX A TMDL WATER MONITORING RESULTS

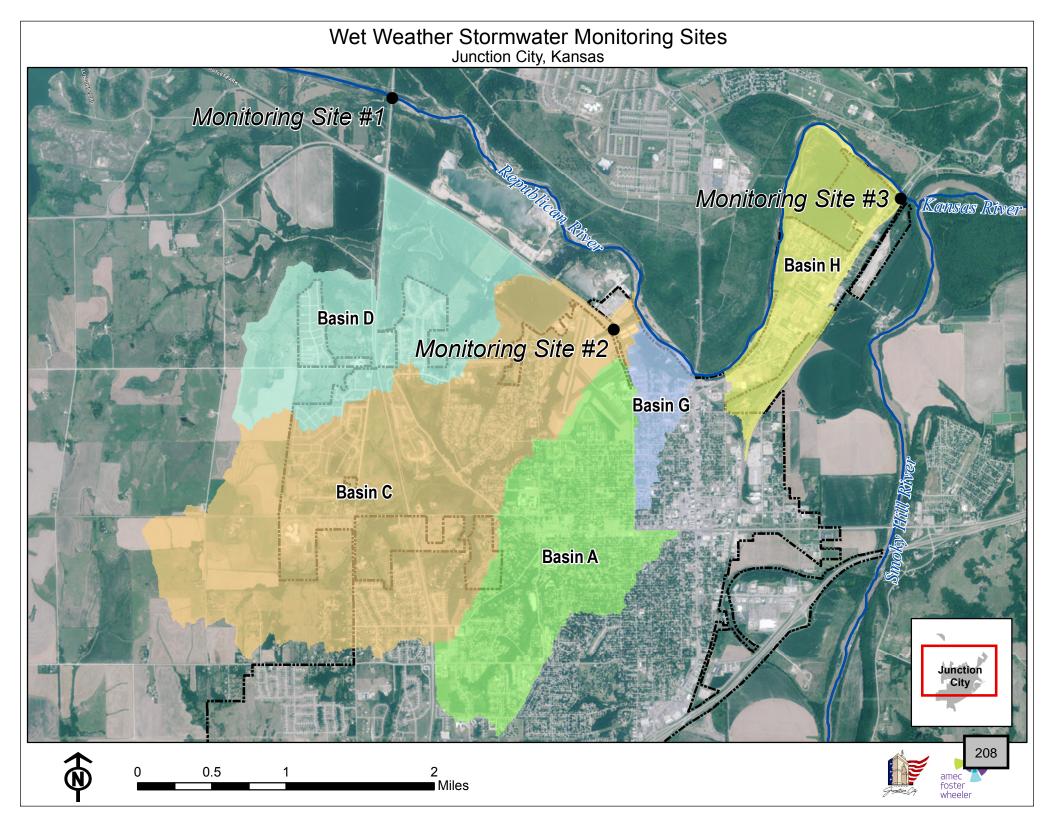
Site Name:					
Site Number:					
Event Rainfall Total:		Inches			
Lak	re:	Estimate	Stream ed Stream Flow		CFS (Rising, Falling,
		Stream Le	evel Conditions	:	Steady)
		Stream Velo	city Conditions	:	(Rapid/Normal, Still (backwater))
Sample Date:					
Parameters & Units Require	d	Results*	Samı Grab	ole Type Composite	
Total Phosphorus (mg/l)					
Ortho-Phosphate					
Nitrate + Nitrite (mg/l)					
Total Kjeldahl Nitrogen (mg/l)					
Total Suspended Solids (mg/l)					
Turbidity(NTU)					
Secchi Disk (feet)					
E. coli (col/100ml)					
Comments:					

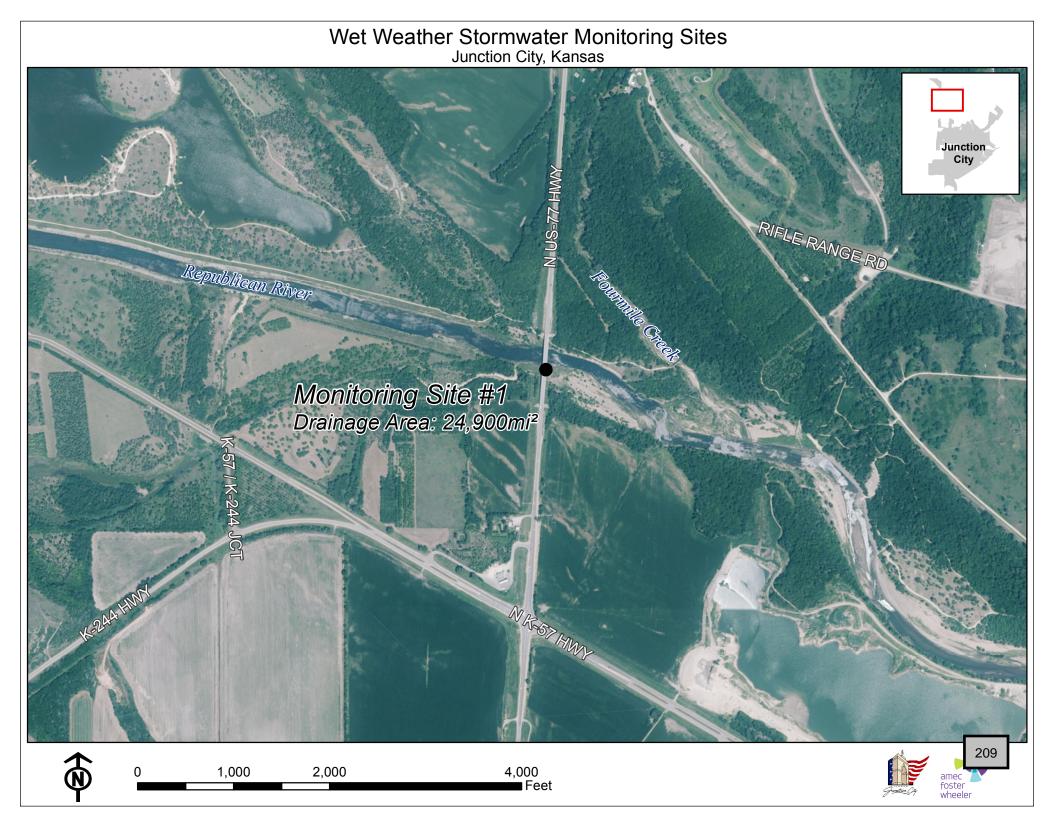
Footnotes and comments

This form, Water Quality Results for TMDL Monitoring, is intended for use by both Phase I and Phase II MS4s.

NPDES permitted Phase I MS4s included Topeka: Unified Government of Wyandotte County and Kansas City, Kansas; and Wichita. All other NPDES permitted MS4s in Kansas are Phase II MS4s

^{*} Any result shown in analytical report to be ND (non-detect) must be shown as < and the reporting/detection limit by the certified laboratory.





Wet Weather Stormwater Monitoring Sites Junction City, Kansas Junction City Monitoring Site #2 Drainage Area: 5.9mi² W 20TH ST 19TH ST THOMPSON DR **GRANTAVE** AIRPORT RD W 18TH ST W 15TH ST 210 4,000 Feet 1,000 2,000

Backup material for agenda item:

g. Consideration and Approval for Award of Bid for 2015 KLINK Program to Bayer Construction in the amount of 405,644.10.

City of Junction City City Commission Agenda Memo

October 6th, 2015

From: Kristofer Finger, Assistant City Engineer

To: Allen Dinkel, City Manager and City Commissioners

Subject: Award of Bid for 2015 KLINK Program

Objective: Award of Bid for 2015 KLINK Program

Explanation of Issue:

In 2013 the Engineering Department submitted for and was awarded a KDOT grant for a City Connecting Links, KLINK Resurfacing project in 2015. In moving forward with this program staff have received bids for the 2015 KLINK program. Only one bid was received for this project and it came in approximately \$3,000 over the cost estimate. However, it is the recommendation of both KDOT and City staff to award the project to Bayer Construction in the amount of \$405,644.10.

Budget Impact: Funding for the City's portion of this project in the amount of \$205,644.10 will come from the Special Highway Fund.

Alternatives: The City Commission may award the project to Bayer Construction or request KDOT to allow the City to rebid the project.

Recommendation: Staff recommends award of this project to Bayer Construction.

Suggested Motion: Commissioner _____ moves to award the 2015 KLINK program to Bayer Construction in the amount of \$405,644.10.

Enclosures: KDOT Authority to Award

Bid Tabulation

Authority to Award KLINK Project

Date 09/25/2015

City of Junction City

Project Number 31 U-0184-01

The BLP has reviewed the bid documents for the referenced project and concurs with the City's recommendation to award the contract to Bayer Construction Co, Inc.

After the contract has been approved by the City and signed by all parties, please forward an electronic copy of the signed contract and pertinent documents to the Bureau of Local Projects (via email). Also, please forward the below-listed milestone dates as they occur:

- Notice to Proceed Date
- Actual Work Start Date (may be the same as the Notice to Proceed)
- Date Work Completed
- Notice of Acceptance Date (from KDOT Area Engineer)

Dawn M. Hueske, P.E. Local Engineer (785) 207-1420 dawnh@ksdot.org

BID TABULATION SHEET

KAW VALLEY ENGINEERING, INC.

2319 North Jackson, PO Box 1304 Junction City, KS 66441 Tel: 785-762-5040

KLINK 1R RESURFACING PROJECT, FY 2015 WASHINGTON STREET (US-40B) FROM CHESTNUT to 6th STREET AND 6TH STREET FROM WASHINGTON TO FRANKLIN - JUNCTION CITY, KANSAS (KDOT PROJECT NO. U40B-31 U-0184-01)

Project No.: A15D7246

Date: OCTOBER 23, 2015

Page: 1 of 1

	Engineer's Estimate Bayer Construction Co., Inc.		ction Co., Inc.							
			Unit	Total	Unit Total		Unit	Total	Unit	Total
ltem	Qty	Unit	Price	Price	Price	Price	Price	Price	Price	Price
1. Mobilization	1	L.S.	\$20,000.00	\$20,000.00	\$26,700.00	\$26,700.00				
2. Milling (2")	18,649	S.Y.	\$2.00	\$37,298.00	\$2.00	\$37,298.00				
3. Removal of Concrete Curb and Gutter*	12	L.F.	\$8.00	\$96.00	\$20.00	\$240.00				
4. Combined Curb and Gutter (Special) (AE)*	12	L.F.	\$30.00	\$360.00	\$28.00	\$336.00				
5. Removal of Concrete Sidewalk (Mainline)	164	S.Y.	\$18.00	\$2,952.00	\$18.00	\$2,952.00				
Removal of Concrete Sidewalk 6. (Sideroads)*	212	S.Y.	\$18.00	\$3,816.00	\$18.00	\$3,816.00				
7. Concrete Sidewalk (4") (Mainline)	70	S.Y.	\$38.00	\$2,660.00	\$46.00	\$3,220.00				
8. Concrete Sidewalk (4") (Sideroads)*	107	S.Y.	\$38.00	\$4,066.00	\$46.00	\$4,922.00				
9. Sidewalk Ramp (Mainline)	94	S.Y.	\$38.00	\$3,572.00	\$88.00	\$8,272.00				
10. Sidewalk Ramp (Sideroads)*	105	S.Y.	\$38.00	\$3,990.00	\$88.00	\$9,240.00				
11. Sidewalk Ramp (Detectable Warning)	12	S.Y.	\$38.00	\$456.00	\$154.00	\$1,848.00				
12. Pavement Marking (Intersection Grade) (White) (4")	485	L.F.	\$1.00	\$485.00	\$1.20	\$582.00				
13. Pavement Marking (Intersection Grade) (White) (6")	1,479	L.F.	\$1.20	\$1,774.80	\$0.70	\$1,035.30				
14. Pavement Marking (Intersection Grade) (Yellow) (4")	9,546		\$1.00	\$9,546.00	\$0.50	\$4,773.00				
15. Pavement Marking (Intersection Grade) (Yellow) (6")	·	L.F.	\$1.20	\$244.80	\$1.20	\$244.80				
16. Pavement Marking (Intersection Grade) (White) (12")		L.F.	\$4.00	\$3,392.00	\$7.00	\$5,936.00				
17. Pavement Marking (Intersection Grade) (White) (24")		L.F.	\$6.00	\$1,770.00						
18. Pavement Marking Symbol (Intersection										
Grade) (White) (Left Arrow) 19. Pavement Marking Symbol (Intersection	19	Ea.	\$400.00	\$7,600.00	\$220.00	\$4,180.00				
Grade) (White) (Right Arrow)	5	Ea.	\$400.00	\$2,000.00	\$220.00	\$1,100.00				
 Pavement Marking Symbol (Intersection Grade) (White) (Handi-cap) 	2	Ea.	\$600.00	\$1,200.00	\$485.00	\$970.00				
21. Traffic Control	1	L.S.	\$25,000.00	\$25,000.00	\$20,700.00	\$20,700.00				
22. HMA - Commercial Grade (Class A)	3,086	Tons	\$80.00	\$246,880.00	\$79.00	\$243,794.00				
23. HMA - Commercial Grade (Class A) (Patching)	20	Tons	\$80.00	\$1,600.00	\$180.00	\$3,600.00				
24. Adjustment of Manhole	9	Ea.	\$800.00	\$7,200.00	\$700.00	\$6,300.00				
25. Adjustment of Valve Box (Water)	25	Ea.	\$600.00	\$15,000.00	\$390.00	\$9,750.00				
TOTAL BID FOR IMPROVEMENTS \$						\$405,644.10				

Backup material for agenda item:

h. Consideration & Approval of the Proposed No Parking Signage on Caroline Ave due to the Walmart Neighborhood Market.

City of Junction City City Commission Agenda Memo

October 6th, 2015

From: Kristofer Finger, Assistant City Engineer

To: Allen Dinkel, City Manager and City Commissioners

Subject: Approval of Proposed No Parking Signage on Caroline Avenue

Objective: Approval of Proposed No Parking Signage on Caroline Avenue

Explanation of Issue:

As part of the plan review process for the Walmart Neighborhood Market it was determined that there was a need for the development of a traffic impact study. The traffic impact study provided an estimate of the traffic volumes that would be generated by the new development. Based on the results of the study it was determined that there was a need for separate, channelized traffic movements on McFarland Road, Caroline Avenue, and Ash Street (see enclosures for approved striping plan). The existing roadway is 36' wide with two 18' traffic lanes and space for curb side parking. The new, channelized roadway will consist of three lanes each 12' wide and will not allow for on street parking.

Overall, the striping program developed based off the traffic impact study will help the motoring public navigate through this area with minimal adverse effects to both the public and the commercial entities in the area. However, the striping plan for Caroline Avenue will result in the City needing to restrict on-street parking between Ash Street and McFarland Road. The channelizing of traffic on Caroline Avenue will reduce lane widths such that there will not be enough room to allow the motoring public to properly navigate along the roadway while a car is parked at the curb. Thus there is a need to install *No Parking* signage in order to allow the public to navigate the roadway appropriately.

Budget Impact: Funding for this project will come from the Street Fund.

Alternatives: The City Commission may recommend approval of the signage or recommend an alternative.

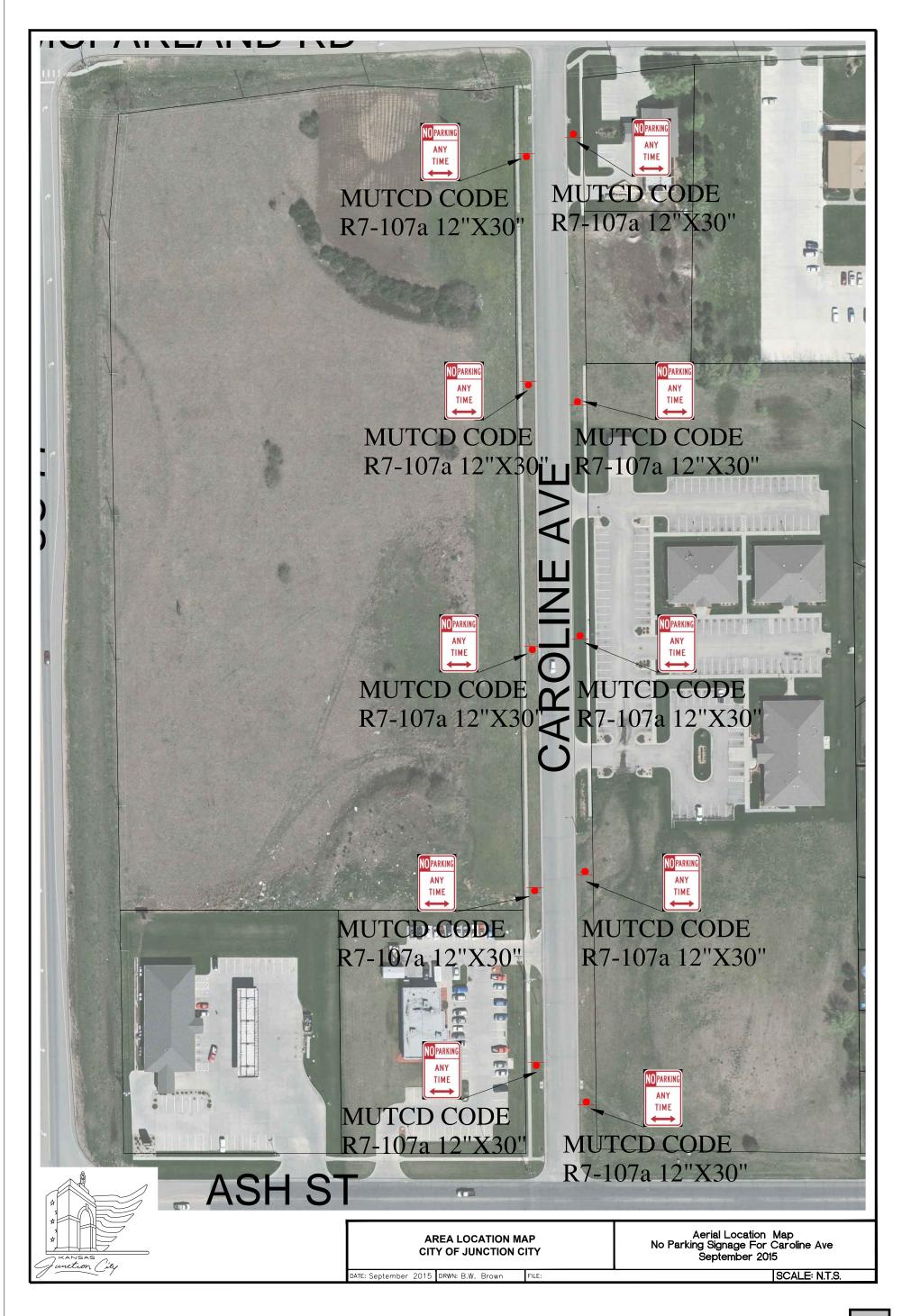
Recommendation: Staff recommends moving forward with signage as proposed.

Suggested Motion: Commissioner _____ moves to approve signage as proposed.

Enclosures: Offsite Striping Map - Ash & McFarland

Offsite Striping Map – Caroline

Proposed Signage Map



Backup material for agenda item:

i. Consideration and Approval for Engineering Services to BG Consultants for the design of the 8th Street Multi Use Path.

City of Junction City City Commission Agenda Memo

October 6th, 2015

From: Kristofer Finger, Assistant City Engineer

To: Allen Dinkel, City Manager and City Commissioners

Subject: Award of Engineering Services for the Design of the 8th Street Safety Path

Objective: Award of Engineering Services for the Design of the 8th Street Multi Use Path

Explanation of Issue:

In 2014 City Staff, with the help of BG Consultants, submitted an application to KDOT for a Transportation Alternatives (TA) Grant to construct a trail between Rucker Road and Spring Valley Road along 8th Street. Later that year the City received notification of award of a grant for a "Part B" of the project (see attached map for reference). Through coordination with KDOT it was negotiated that Parts A and C would be constructed by KDOT's contractor while they worked on US-77 improvements along these stretches of 8th Street.

Three Proposals were received on Friday, September 4th 2015 from BG, CFS, and Kaw Valley Engineering. The proposals were distributed to the three person review committee consisting of Ray Ibarra, Cheryl Beatty, and Kris Finger and reviewed based on four criteria as follows:

- Project Understanding
- Qualifications, background, and prior experience of the consultant in performing similar work
- Demonstrated performance in customer service
- Cost Proposal

The review committee ranked the proposals as follows:

- 1. BG Consultants
- 2. CFS Engineers
- 3. Kaw Valley Engineering

The review committee selected BG Consultants for the following reasons:

- 1. Knowledge of Project A large amount of preliminary engineering was done in order to develop a reasonably accurate cost estimate for the grant application.
- 2. Communication with KDOT During the development of the two grant applications for and after the award of the grant BG assisted the City with communication, planning, and coordination with KDOT staff.
- 3. Demonstrated Project Experience Among other KDOT grant that BG has applied for and performed design work on, they are responsible for the multi-use trail along US-57 from 18th Street to Elmdale Avenue.
- 4. Reasonable Cost Proposal In general engineering design costs are usually estimated to be between 10%-15% of the total project cost for construction of the project. BG's cost proposal is approximately 7% of total construction costs.

Budget Impact: Funding for this project will come from the Special Highway Fund.

Alternatives: The City Commission may award a services, decline all proposals, or table this item.

Recommendation: Staff recommends awarding Engineering Services for the design of the 8th

Street Multi Use Path to BG Consultants.

Suggested Motion: Commissioner $\underline{}$ moves to award engineering services to BG Consultants for the design of the 8th Street Multi Use Path.

Enclosures: BG Consultants Proposal

CFS Engineers Proposal

KVE Proposal

RFP for Engineering Design Services



CITY OF JUNCTION CITY REQUEST FOR PROPOSAL (RFP)

Purpose of RFP:

The City of Junction City, Kansas is seeking professional services from qualified firms for design and bid services for the K-18 Trail Project, a multi-use trail with anticipated construction taking place in the summer of 2016.

Department: Municipal Services

Contacts: Department information and/or site visits can be arranged by contacting:

Kristofer Finger Assistant City Engineer (785) 238-3103 ext. 180 kristofer.finger@jcks.com

Site Visit Requirements: If desired.

Copy Requirements: Submit three (3) copies of proposal.

Due Date & Time: September 4, 2015 by 3:00 pm

Submit To Address: All proposals shall be placed in a sealed envelope marked "K-18 Trail Project" and addressed to the following:

City of Junction City Attn: Tyler Ficken, City Clerk 700 N. Jefferson Street Junction City, KS 66441

Proposals can be mailed or dropped off at the City Clerk's desk on the 2nd floor of City Hall.

REQUEST FOR PROPOSALS

City of Junction City, Kansas Municipal Services Department

Scope:

The City of Junction City, Kansas is seeking professional services from qualified firms for design and bid services as described within this Request for Proposals. The project will include the preparation of detailed plans and specifications for Part B of the K-18 Trail Project, a multi-use trail with anticipated construction taking place in the summer of 2016 (see attached map). Note that KDOT's grant award extends the proposed Part B approximately 500' west to the existing interchange on/off ramps for a total Part B trail length of approximately 2,835'.

Scope of Services:

- 1. Funding for this project is provided by City funds and a Kansas Department of Transportation grant through the Transportation Alternatives Program (executed copy of agreement attached).
- 2. Review and analyze the proposed site including existing utilities and drainage.
- 3. Perform field survey work as needed to complete the project
- 4. General planning and design of the trail and associated features on this site that may be necessary to comply with the Architectural Barriers Act of 1968 and Section 504, Rehabilitation Act of 1973 and 1978, the Americans with Disabilities Act (ADA) of 1990, and AASHTO Standards: 2012 Guide for the Development of Bicycle Facilities.
- Meet as necessary with City staff to refine the conceptual plan/preliminary design. Meet with KDOT and City Staff as needed to finalize design drawings.
- 6. Conduct one (1) public meeting with the general public for the purpose of presenting the preliminary design and schedule of the project.
- 7. Provide budget and construction costs estimates for the project with possible construction phasing recommendations to keep the project within budget.

- 8. Be responsible to obtain all permits from appropriate agencies including KDOT, Corps of Engineers, DWR, Wildlife and Parks and any other regulatory agency.
- 9. KDOT Specifications and bid items should be used when designing project.
- 10. Provide technical support to contractor during construction as needed to successfully complete the project (not construction engineering services.)

Proposal Requirements:

Respondent Qualification: The respondent must be engaged in a viable professional consulting business licensed to practice in the State of Kansas, preferably with significant experience in community projects of a similar nature. The proposal should outline the firm's qualifications and experience in providing services related to the scope provided in this Request for Proposal.

<u>Schedule</u>: The proposal shall indicate a proposed schedule for completion of the project as well as an indication of the level of effort expected/required from City staff.

<u>Proposal Format</u>: To help achieve a uniform review process, proposals should be organized as follows:

1. Cover Letter

2. Project Approach

The Project Approach is a statement of the respondent's understanding of the scope of services and approach to designing the project. It should include proposed methodology, ability to meet the respondent's proposed timeline, proposed interaction with City staff and any other features of the respondent's ability to meet the scope of services;

3. Project Team Qualifications

Qualifications and experience of the firm including information on the specific persons who are expected to work with City staff on this project.

4. Similar Project Resumes

Demonstrate experience of the firm with similar types of projects;

5. Client References

At least three (3) and not more than five (5) references of similar projects shall be provided in the proposal. The respondent shall provide the name, address, telephone number and title of a contact person familiar with the projects and whom the City of Junction City can contact.

6. Cost Proposal

Provide hourly rates of project team and number of hours to complete the project per task as respondent envisions project with a total design fee (Written as a limit not to exceed).

Selection Process:

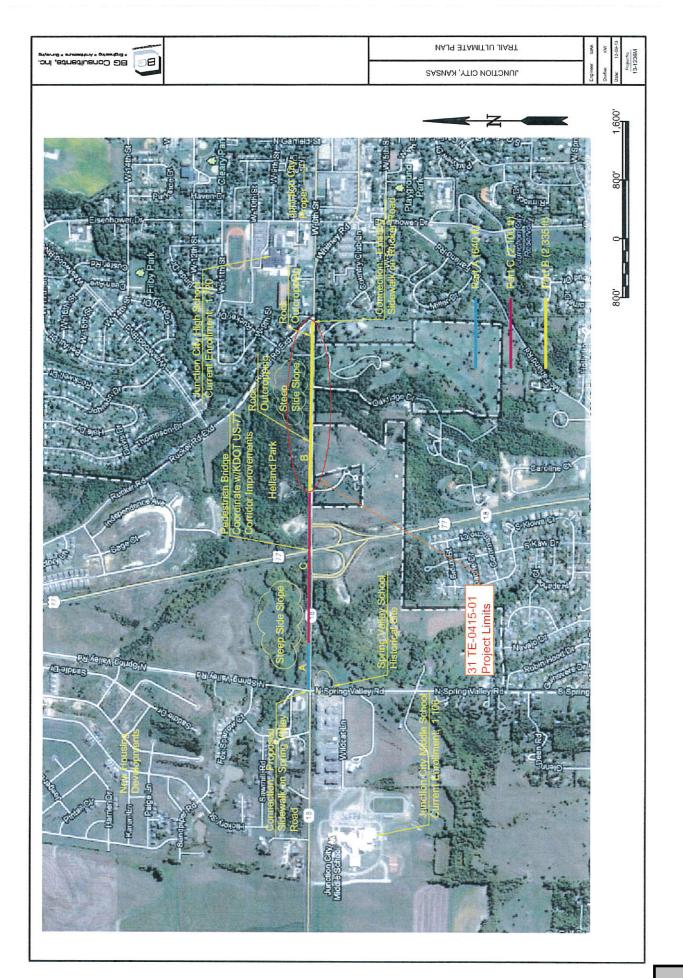
<u>Evaluation guidelines</u>. The award of the contract for consultant services will be evaluated and based upon, but not necessarily limited to, the following criteria:

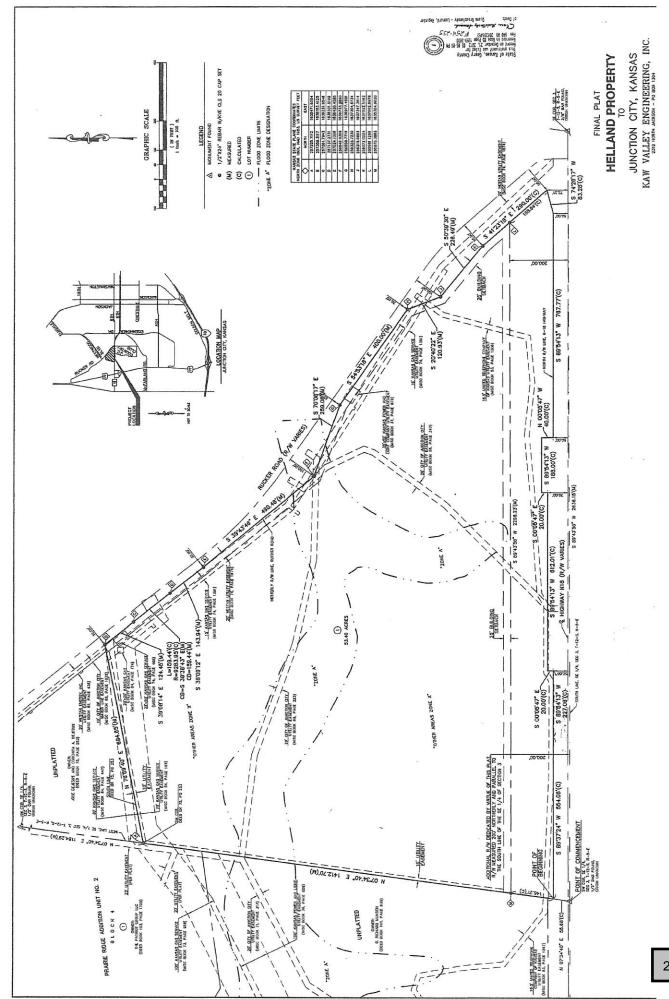
- Project Understanding
- Qualifications, background, and prior experience of the consultant in performing similar work
- Demonstrated performance in customer service
- Cost Proposal.

Upon receipt of proposals, a committee of City Staff will review proposals and determine which firm best meets the requirements of the project. Terms of the contractual agreement will be negotiated with the successful respondent. The City Commission will make the final decision on which consultant will be selected.

The City of Junction City reserves the right to reject all proposals or any proposal not complying with the requirements outlined in this Request for Proposals, or any proposal not in the best interest of the City of Junction City.

The selected consultant shall furnish the City with Certificate(s) of Insurance which name the City as additional insured in an amount as required by the City of Junction City.





Kansas Department of Transportation PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

Date Prepared :	July 13, 2015
Prepared for :	Geary County
	City of Junction city
K.D.O.T. Project Number :	31 TE-0415-01
Type of Funding:	
Current Tentative Letting Date :	6/22/2016

NOTICE

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the established dates listed, this schedule will be revised to indicate the new tentative letting date and project schedule.

Plans forwarded to BLP will not be processed without a current detailed estimate.

	Months	DEADLINE	DATE
ITEMS TO BE COMPLETED	to	COMPLETION	COMPLETED
	Letting	DATE	-For Your Use Only-
Consultant Design Contract to be Executed by	19.0	November 30, 2014	
Field Check Plans & Estimate to BLP	17.0	January 29, 2015	
Field Check Completed	15.0	March 30, 2015	
Office Check Plans & Estimate to BLP	10.0	August 27, 2015	
Office Check Plans Completed	8.0	October 26, 2015	
Final Check Plans & Estimate to BLP	6.0	December 25, 2015	
Begin CE Agreement	6.0	December 25, 2015	·
Final Check Complete	5.0	January 24, 2016	
Transportation Revolving Fund Load Application	4.0	February 23, 2016	
R/W Clearances (1306 Form) to BLP	4.0	February 23, 2016	
Utility Form (1304 Form) to BLP	4.0	February 23, 2016	
Corps of Engineers (NW or 404) Permits to BLP	4.0	February 23, 2016	
Ks. Water Resources (DWR) Permits to BLP	4.0	February 23, 2016	
Begin P S & E	3.5	March 9, 2016	
Preliminary Plans to Construction	3.0	March 24, 2016	
Plans Complete	1.2	May 15, 2016	
CE Agreement Executed	1.0	May 18, 2016	
Advertise	1.0	May 23, 2016	

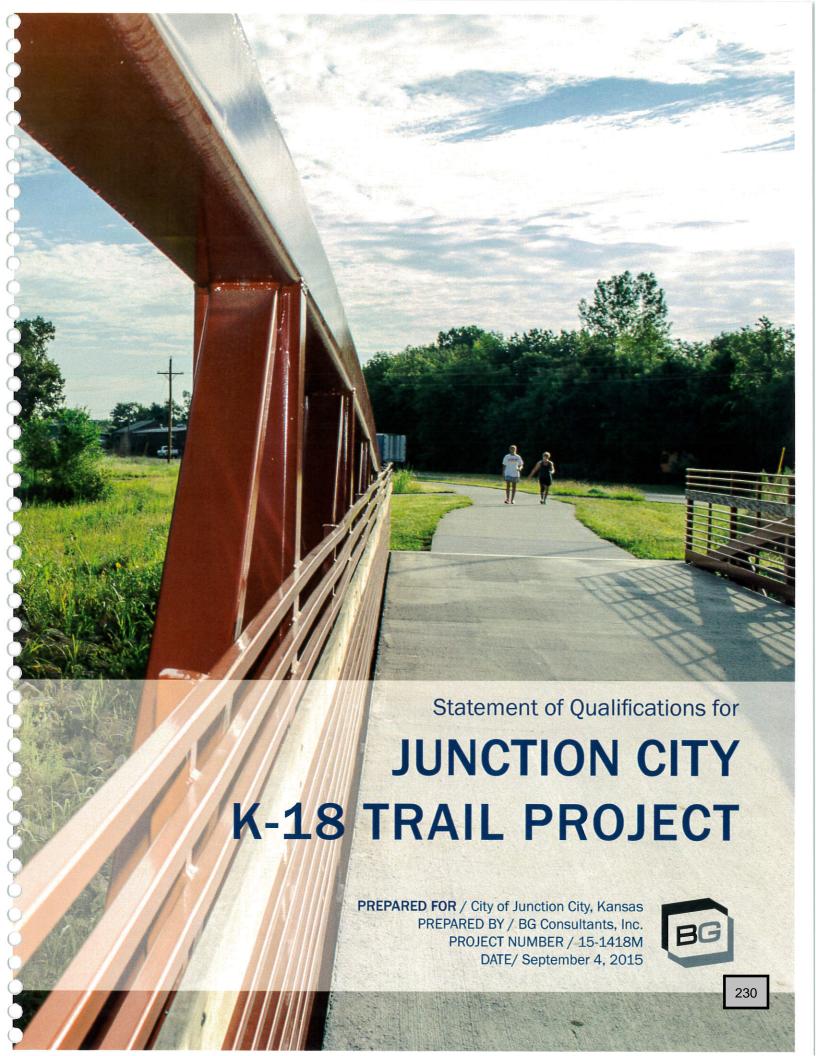
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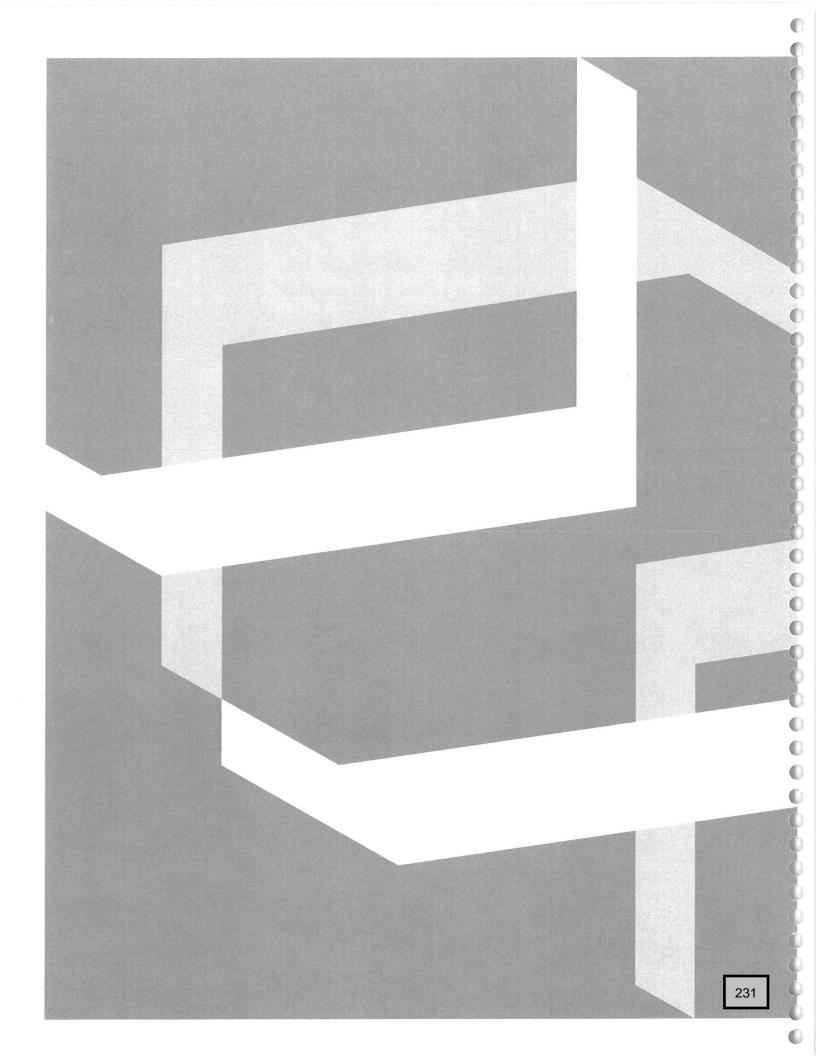
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cc: TBD

City of Junction city

File









BG Consultants, Inc.

4806 Vue Du Lac Place Manhattan, KS 66503

P: 785 537 7448 F: 785 537 8793

September 4, 2015

Mr. Kristofer Finger Assistant City Engineer City of Junction City 700 N. Jefferson Street Junction City, Kansas 66441

Re:

Request for Proposal (RFP)

K-18 Trail Project

Dear Mr. Finger,

The City of Junction City's vision to provide a multi-use trail for connecting your community across US-77 is truly going to be a landmark type of project. Recreational trails are becoming increasingly important to a community's perceived quality of life. Trails throughout Kansas communities offer the public simple facilities for leisure and well-being, safer routes for pedestrian traffic, and enhanced connectivity and access to community assets. At BG Consultants, Inc., we want to work with to you make your trail a benefit to the community. Because we worked with you to write the successful KDOT TA grant, we believe our team has the insight necessary to provide a seamless and full-fledged project design that will meet and exceed your expectations within KDOT's proposed schedule. Your vision matters.

We have developed a project approach that incorporates shared decision making, open discussion, and frequent communication. Based off our experience and success, we believe a carefully planned approach specific to your project is key to keeping the project on schedule and economic in its development. As you will see in our similar project experience section, we have designed and managed multiple recent trail projects. Our designers are very familiar with the requirements of AASHTO's Guide for the Development of Bicycle Facilities and the accompanying ADA requirements.

Within our cost proposal, I have included extra considerations for lighting design and structural design for retaining walls, as needed. All services for surveying, civil, structural and MEP design are handled inhouse. Additionally, we have architects within the firm that can provide insight on amenity designs, including signage, light poles, seating, trash receptacles, and, more importantly, can develop renderings of the proposed trail for public meetings. This is a very effective way to obtain buy-in from the public. Our team is complete and we are literally minutes away from the trail site.

Thank you for the opportunity to submit our qualifications. I'm looking forward to managing this project and continuing to work with Junction City. I had a fantastic time developing the grant application and interacting with the public. It would be very fulfilling to now design the project and see it through to completion! Please feel free to contact me at (785) 537-7448 ext. 1121 with any questions.

Best Regards,

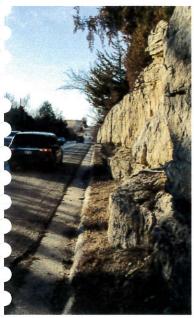
Jaun & Weathers

Karen L. Weathers, P.E. Project Manager

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PROJECT APPROACH







Project Drivers

As thriving communities develop, connectivity gaps between populated zones often become problematic. Detailed plans for automotive traffic are created, but it is more difficult to predict how pedestrians and cyclists will get from one point to the next. Many times, portions of routes taken within urban areas are not accommodating to these travelers, with barriers forcing them to enter the roadway and avoid oncoming automotive traffic. Trails have become excellent solutions to connect disjointed urban areas, enabling pedestrian traffic. In Junction City, The K-18 Trail project was driven in large part by a need to provide safe pedestrian and cyclist travel for middle school students along the K-18 corridor between Spring Valley Rd. and Rucker Rd. In addition, as Junction City continues to grow to the west of US-77, sustainable non-motorized travel options are needed for all citizens.

Trail Plan

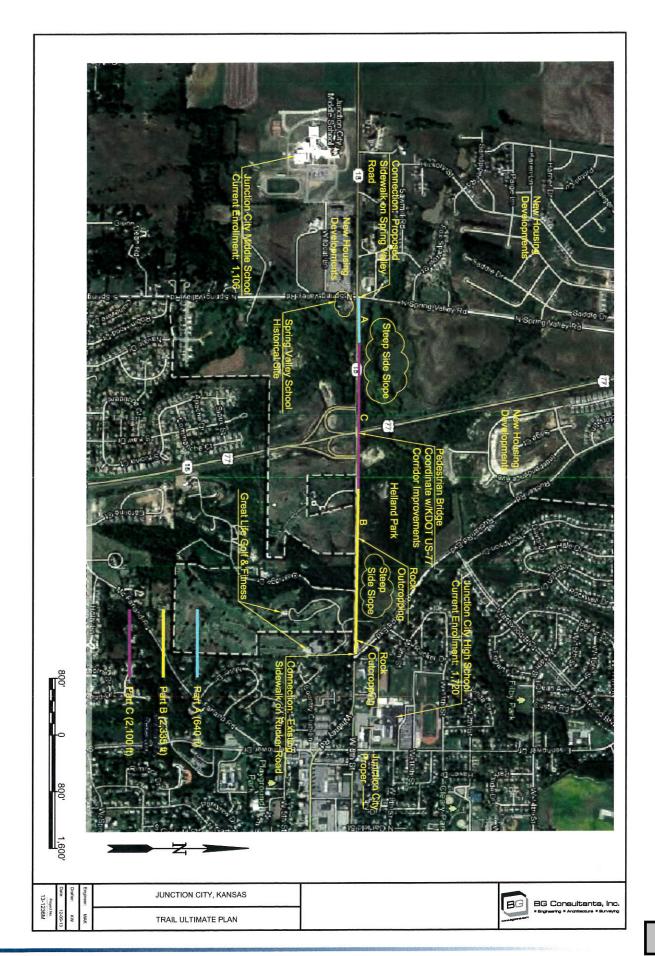
The map on the following page shows the Trail Ultimate Plan. The TA Grant was submitted for the entire 5,000 feet with phasing (Parts A, B and C) to coordinate with KDOT's US-77 Corridor Improvements.

Part A coincided with the Spring Valley Rd. Improvements which KDOT is undertaking to provide a proper detour for the future US 77/K-18 Interchange project improvements which will change the current configuration to a diamond configuration. Part C coincided with the interchange improvements. Much discussion occurred during the TA Grant Application development about how KDOT would participate in the Part C portion of the project.

Upon award of the TA Grant for Part B, it was discovered that KDOT was providing a very comprehensive plan to complete the entire trail. As written by Debbie Tanking, KDOT Road Design, in an email dated September 24, 2014:

Segment A- this short segment is located at the Spring Valley Road intersection and goes for a few hundred feet to the east. KDOT will grade this section as part of our KA-2367-03 project and the City will reimburse us \$15,000 for surfacing the multi-use path. This will be a part of the US-77 City State agreement.

Segment C- this segment connects to the previous segment A and goes east through the proposed K-18/US-77 interchange to the ramp terminal in the NE quadrant. KDOT will construct this multi-use



path with project KA-2367-04 and the City will reimburse us for the extra grading and surfacing. We would incur around \$26,000 extra in grading and \$89,000 in surfacing. KDOT's project will widen this bridge, and the barrier to protect pedestrians will run around \$50,000. KDOT would be reimbursed around \$115,000 for this work and it would be included in the City State agreement.

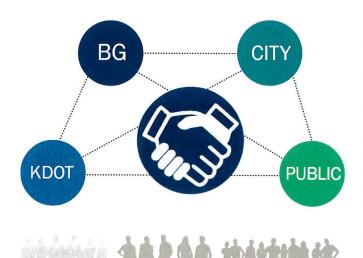
Segment B- starts at the ramp terminal at the NE interchange quadrant and goes east along 8th Street. This project was awarded transportation enhancement funds and will have its own separate KDOT project number administered by our Bureau of Local Projects. This project will have a separate agreement and you will need to provide a 20% match. This could total close to \$200,000.

In other words, the City of Junction City can complete Part A of the trail simply by paying KDOT \$15,000. Part C of the trail will also be constructed in full, including the bridge widening over US 77, by the City paying KDOT \$115,000. Part B of the trail will go through the traditional TA project with an 80/20 split of funding so that the City will end up paying approximately \$200,000 in construction and inspection costs. With Junction City engineering staff, the BG Team's coordination with KDOT resulted in a substantial monetary commitment and plan from KDOT to construct the entire K-18 trail.

Considering engineering design of Part B, it is estimated that the City will pay a total amount between \$400,000-\$450,000 for construction of a 10' wide concrete multi-use trail approximately 5,000 feet in length from Spring Valley Rd. to Rucker Rd. on the north side of K-18.

Trust

The BG Team already has in place all of the contacts needed to execute a successful design project for Part B of the K-18 Trail. By demonstrating excellent customer service through the development of the successful TA Grant application, we believe that we currently hold trust with City engineering staff, KDOT TA program personnel, KDOT Road Design, KDOT Bureau of Local Projects and the Community.



We thoroughly enjoyed interacting with Junction City Residents, including the Middle School and High School Principles, the USD 475 Communications Director, the Helland Park Association President and citizens at large. We attended multiple local events, created an online survey and a petition. Working with City staff, 434 petition signatures were obtained in support of the K-18 Trail. We found that Junction City citizens are passionate about and supportive of the K-18 Trail. Most support centered around the safety of middle school students walking and biking to school, but there was also support for general increased access and the promotion of a healthy lifestyle.

Part of our public outreach included a "Name the Trail" initiative. A total of 276 citizens submitted proposed names. The winning name was "Blue Jay Trail" in honor of the high school. Finalizing the trail name will be a fun part of the design process.

BLUE JAY TRAIL

Technical Design

The following are details on important aspects of the technical design:

Geometric Design

The topography of the K-18 corridor is not conducive to the construction of a 10' wide trail that meets ADA requirements. The steep slopes will require much clearing and grubbing, grading, contractor furnished borrow and rock excavation.

During the development of the TA Grant application, the BG Team conducted preliminary engineering in order to estimate the construction cost of the project properly. Normally for trail grant submittals we are able to use an aerial and estimate the cost of the trail quickly. For the K-18 trail, we obtained 2' lidar contours, set an alignment based on ADA requirements and cut cross sections to determine preliminary cut and fill calculations. This provided a good basis for estimating the cost of the K-18 Trail.

During design, we want to start the project with a topographic survey with 1' contours and locations of all utilities and structures. Based on our preliminary design, we do not anticipate needing to purchase right-of-way. However, an allowance for 2 legal descriptions and strip maps has been made in our cost proposal. We also do not anticipate moving utilities but will coordinate this endeavor if it is discovered that utilities do need to be moved.



Stormwater

The Part B portion of the K-18 Trail has one major drainage structure, a 6'x7' CAP. During the TA Grant application development, the City was also undertaking a major stormwater study with engineering firm AMEC. This culvert's capacity was checked by AMEC and reported to be adequate. Though it has large drainage area, this culvert is very deep below the roadway, giving it high headwater for overcoming inlet control. The 6'x7' CAP will be extended to the north according to the amount of fill that is placed to accommodate the Trail.

Rest Area

At the time of the grant writing, one bulb-out rest area, including benches and a trash receptacle, was planned for approximately half of the total length of the project. This would occur about 2,500' west of the Rucker Rd. intersection. Originally, the rest area was included in Part C of the trail. Since KDOT lengthened the Part B project approximately 500' (as part of the grant award to match up with their K-18/US 77 Interchange project), the rest area should now be included in Part B.

Schedule

The KDOT Schedule planned by the Bureau of Local Projects assumed that an Engineer would be on board and contracted with by November 30th, 2014. KDOT allowed a total design time of 19 months. Assuming a contract with the City can be executed by October 1st, 2015, this leaves a total design time of 8 months. Originally, the Part B Trail Project was to be constructed the summer after the Spring Valley Rd./K-18 Intersection Improvements. However, the Spring Valley Rd./K-18 Intersection Improvements were moved back by one year and the Part B Trail Project is anticipated to be constructed simultaneously.

KDOT may have the ability to adjust the schedule and this topic should and will be discussed early in the design of the project. Previous discussions with Mike Spadafore indicated only that KDOT wished to complete the project according to the schedule proposed in the grant application.

Complying with the KDOT project schedule for an advertisement on May 23rd, 2016 will be challenging. The following project schedule is suggested. The speed of the design will largely depend on how quickly a concept design can be agreed upon in the beginning stages of the project and KDOT review time. One way to speed up the process is to ask permission from KDOT to conduct the Final Check and PS&E submittal simultaneously. In the end KDOT will, no doubt, be accommodating if their review time pushes the project schedule back.

ı		COMPLETION DATE	PHASE
		SEPT 04	Proposal Due
10		OCT 01	Notice to Proceed
2015		OCTOBER	Surveying Activities
		OCT-NOV	Concept Design
		DEC 15	Public Meeting
2016		JAN 15	Field Check Submittal
		JAN 29	Field Check Completed
		MAR 15	Office Check Submittal
		APRIL 15	Office Check Completed
	WALLEY ALE	APRIL 15	Permits Submitted
		MAY 15	Final Check combined with PS&E submittal
		JUNE 01	Advertise

Cost Proposal

Included in the Cost Proposal section of this proposal is an agreement between Consultant and Client. The maximum not to exceed fee is for \$97,291.75 and shall be billed according to our 2015 Standard Hourly Rates schedule.

This total amount is based on a comprehensive scope and fee based on our understanding of the project and the TA program as detailed in Exhibit 2 of the Agreement. This trail project is not typical and requires a more thoughtful design. The terrain will make for a tricky alignment to comply with ADA requirements and clearances from K-18 while minimizing contractor furnished borrow. We would like to point out that this contract is open for negotiation either to change the type of agreement from hourly with maximum not to exceed fee to total lump sum or lump sum per task. Additionally, we can adjust the scope of services.

Several items have been added that may be up for discussion including concept design renderings, lighting design, retaining wall/structural design, and legal descriptions with strip maps for two properties.







Concept Design Renderings

The concept design renderings are a great way to show the public what the trail will look like when completed. Renderings help the community get excited about their project which drives the interest and conversation about the project, ultimately making stakeholder buy-in easier to achieve.

Lighting

It was discussed that lighting for the rest area and the total trail was desired during the writing of the grant. However, construction costs for it were not included due to budget concerns and the high cost associated with the large amount of earthwork needed to complete the project. It was discussed that the lighting design would be included as an alternate. This is a good compromise and is recommended. If bid prices come in below budget, construction of trail lighting can be undertaken.

Retaining Wall/Structural Design

The retaining wall/structural design is intended to accommodate small scale retaining walls (generally less than 4') that will assist in maintaining ADA grades on the trail. It is also for any needed handrail design or other minor structural design.

Legal Descriptions with Strip Maps

There are essentially only 2 properties along the north side of K-18 right-of-way for the length of the Part B Trail Project. Preliminary engineering indicates that the trail alignment will be within the existing 100' right-of-way of K-18. This amount is included "just in case".

Below is a break-out of the base fee with various items in the cost proposal that may be negotiable. We hope that this will help in evaluating our proposal.

COST PROPOSAL BREAK-OUT		
Base Bid	\$80,542.75	
Concept Design Renderings	\$3,264.00	
Lighting Design	\$6,096.00	
Retaining Wall/Structural Design	\$6,168.00	
Legal Descriptions with Strip Maps	\$1,221.00	
TOTAL FEE	\$97,291.75	

For comparison purposes, the following list shows the estimated construction costs anticipated.

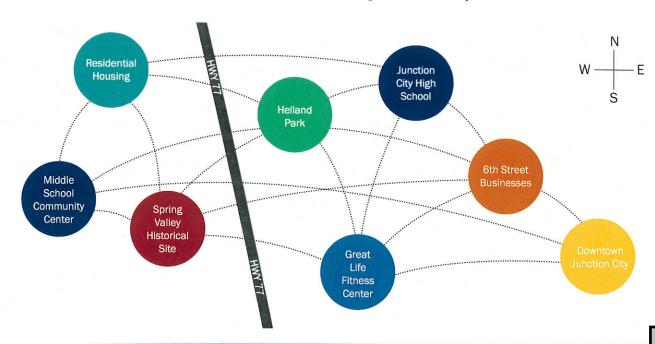
Original Part B Construction Subtotal + 15% Contingency Additional 500' of trail added by KDOT in Award Letter Additional 500' of trail and lighting for all of Part B

\$899,369.58* \$1,039,062.50** \$1,186,587.50***

- * As listed in the TA Grant Application
- ** KDOT award letter said up to \$1,187,500.00 with Construction Inspection.
- *** Construction of lighting for 2,835' of Part B is estimated at \$147,525 and is based off of 1 pole every 100', \$3,000/pole (decorative), \$750/pole footing, and \$15/ft of trail for conduit, wiring, controls, and install.

Summary

The BG Team has an insightful understanding of your project. We believe the knowledge we have gained through the preparation of the successful TA grant gives our team an edge in meeting the challenges of the project, namely the schedule. We have provided a thorough and comprehensive project scope that leaves no stone unturned and will provide the same demonstrated performance in customer service that you received during the development and writing of the TA Grant. We're ready to complete the process of **Connecting Your Community**.







BG CONSULTANTS, INC. Engineering, Architecture & Surveying Firm









CLIENT CONTACT

Karen Weathers, P.E. 4608 Vue Du Lac Place | Manhattan, Kansas 66503 (785) 537-7448 ext. 1121 karen.weathers@bgcons.com



Manhattan, Lawrence, Hutchinson, and Emporia, Kansas

FIRM BACKGROUND

The spaces where you live and work, the water you drink, and the routes you drive and walk have a significant impact on your life. At BG Consultants, Inc. our mission is to better local communities by providing client-focused service and integrated design solutions. We care that you receive maximum benefits from your environment. We care that your children make it safely to school. And we want to work with you to create solutions that enrich your lives for many years to come.

BG Consultants, Inc., is a mid-sized, full-service firm providing services in architecture; civil engineering; structural engineering; mechanical, electrical, and plumbing engineering; planning; surveying; and construction administration. With over 70 professionals and support staff in 4 offices, we have the in-house resources to meet the most diverse project needs.

We are committed to building lasting relationships with our clients by providing quality service on time and within budget. We believe that great design is founded upon creating a collaborative partnership, listening to your concerns and expectations, and creating designs that balance technical knowledge and an understanding of human behavior. Continuous communication and responsive service allow us to involve you every step of the way. We never want to simply complete a job; we aim to create long-term client satisfaction.

Our firm is recognized for outstanding client service and technical knowledge throughout the State of Kansas. Using the lessons learned from 39 years of experience, we conceive plans that reflect a deep understanding of spatial relationships, align with industry and government standards, are costeffective, and produce stakeholder buy-in. We believe in creating a comprehensive design with each project that has been customized to meet the needs of our clients and their communities.

BG Consultants has strong ties to the communities we work in. It makes us strive to go the extra mile for you. With a regional portfolio extending across multiple industries, an assurance of creative and functional problem solving, and a positive reputation with our clients and projects since 1976, we are dedicated to turning your concepts into reality.

Years in Business

Staff

Professional Engineers

3

Registered Architects

3

Registered Land Surveyors

90

Counties in KS with **BG** Designs

Your Vision Matters.

PROJECT TEAM

Staff & Organization











Designing trail systems requires an integrated knowledge of transportation, surface design, pedestrian amenities, utility systems, and water and environmental impacts. BG Consultants, Inc., has carefully selected a multidisciplinary team of experienced and dedicated professionals excited to tackle the range of challenges your project will present. Our team also offers the unique advantage of local availability, which makes it easier to maintain productive communication with your City administrators and stakeholders.

Leading this project will be Karen Weathers, P.E., who spearheaded efforts, in conjunction Junction City administrators, to apply for the Transportation Alternatives grant that made the current project possible. Karen partnered with the City to implement a robust public engagement plan, which drew collaboration and support from the Junction City school district, local businesses, and the community at large. Her familiarity with this project will ensure utmost efficiency throughout design and construction.

Together, our team is dedicated to connecting your community through integrated design solutions.

BG Consultants' organizational structure provides a clear system for efficient and informed decision making. Open, flexible, and collaborative, our team structure has been proven to initiate and sustain challenging discussions among the City, its representatives, stakeholders, and BG's project team. Our organizational structure below illustrates the responsibilities of key members of the design team.

CLIENT TEAM | CITY OF JUNCTION CITY

KRISTOFER FINGER

Assistant City Engineer



ENGINEERING TEAM | BG CONSULTANTS, INC.

Responsible for all aspects of project scope, technical expertise, City Staff coordination, KDOT coordination, and maintaining project schedule

- KAREN WEATHERS, P.E. | Project Manager BRADY HEDSTROM, P.E. | Design Engineer Responsible for all aspects of project design and production of plans and specifications.
 - THOMAS KELLY, P.E. | Project Engineer Responsible for overseeing project design and providing trail design consultation and quality control technical reviews.
 - FRED GIBBS, R.L.S. | Lead Land Surveyor Responsible for local field surveying for topographical and boundary survey map development.

...... THOMAS BENNETT, P.E.

Construction Observation Manager

Responsible for managing construction observation team training, staffing, and performance.

(



TECHNICAL EXPERTISE

Wastewater Treatment
Wastewater Collection,
Conveyance, and Pumping
Water Distribution
Stormwater Hydrology, Collection,
and Conveyance
Hydraulic Modeling

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 15 With Other Firms: 2

EDUCATION

B.S./ Civil Engineering Kansas State University Structural Option

REGISTRATIONS

Professional Engineer: KS

PROFESSIONAL AFFLIATIONS

Water Environment Federation

Kansas Society of Professional Engineers

Tri-Valley Chapter KSPE, Past President

KSU Civil Engineering Advisory Committee

SPECIAL TRAINING

Pumping Systems Design for Civil Engineers, ASCE, 2006

Technical Software: SewerCAD, HEC-HMS, HEC-RA

KAREN WEATHERS, P.E.

Project Manager

PROFESSIONAL PROFILE

A valued member of BG's Water Solutions division, Karen's role varies between project manager and technical engineer. Her project management duties often include assisting the client with grant or loan applications, walking the client through the design alternatives to gain project consensus, obtaining federal and state regulatory approval, and conducting progress meetings throughout design and construction. On the technical side, she enjoys field research and authoring of grants and preliminary engineering reports, particularly on larger, more complex projects. With a special interest in technical writing, Karen has authored many grants, studies, specifications, and operation and maintenance manuals. She is a dedicated engineer focused on client satisfaction and project success through attention to technical detail and determining the best value solution.

EXPERIENCE

Junction City Trail TA Grant Application

Junction City, Kansas | Project Manager

Developed successful grant application for a 5,000 feet pedestrian/bicycle trail along the K-18 Corridor. Implemented public engagement plan to generate input and support from school system, local businesses, and public.

North Jackson Drainage Channel Improvements

Junction City, Kansas | Project Engineer

Increased hydraulic efficiency with 2,200 feet of improvements, featuring retaining walls and permeable ditch liner in channel. Included fully-landscaped park with 87-foot pedestrian bridge.

Eureka Valley Waterline

Manhattan, Kansas I Project Manager

Installs approximately 26,000 feet of 16" high pressure water main and 4,500 feet of 12" water main to increase fire flow capabilities in the Manhattan Corporate Technology Park. Included 4 PRV designs, 2 railroad bores and obtaining 15 easements.

Excel Road Improvements

Pottawatomie County, Kansas | Project Manager

Improves 3,600 feet of chip seal road to a 38' B-B urban concrete section with curb and gutter. Also designed new 900 feet, 31' B-B urban concrete section with curb and gutter. Includes comprehensive curb inlet/pipe stormwater system with 1,600 feet of a 12 foot bottom improved drainage channel.

2012 & 2013 Water and Sanitary Sewer System Improvements

Manhattan, Kansas | Project Manager

Improves approximately 10,000 feet of water main, including two railroad bores, and 3,000 feet of sanitary sewer main. Project incorporated 8 water distribution improvement sites from 2012, totaling 10 water distribution and 2 sanitary sewer improvement sites.

Rucker Road Corridor Improvements

Junction City, Kansas | Project Engineer

Improved 1.2 miles of roadway. Designed 2,800 feet of storm sewer, handicap ramps, sidewalks, curbs and gutters, and an 80-foot bridge with pedestrian walkways.



TECHNICAL EXPERTISE Bridge Structural Design Concrete Design

Steel Design
In-Service Bridge Inspection
Structural Analysis/Load Rating
Hydraulic Analysis and Modeling

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 5

EDUCATION

B.S./Civil Engineering Kansas State University

REGISTRATIONS

Professional Engineer: KS

BRADY HEDSTROM, P.E.

Design Engineer

PROFESSIONAL PROFILE

Brady Hedstrom is a design engineer in BG's structural department. He has participated in all aspects of bridge replacement and rehabilitation projects, including hydraulic modeling and analysis, road alignment, site grading, and structural design. He has experience coordinating with utility companies on relocations and with government agencies to secure required permits. He serves clients as an in-service bridge inspector, prequalified by KDOT to work throughout Kansas as a fracture critical bridge inspection team leader.

Brady also assists in the structural design of other building projects, and contributes to road and trail design, grading, and storm drainage projects.

EXPERIENCE

Riverwalk Trail Extension

Council Grove, Kansas | Design Engineer

Designed more than 0.5 miles of 10-foot wide concrete path extension along Neosho River. Extension included grading for ADA accessibility, 1,500 feet of dry-stacked limestone block retaining wall, a small parking lot for trail users, and an electric lighting system.

330 Road Improvements for Iowa Tribe of Kansas and Nebraska

Brown County, Kansas | Design Engineer

Corrected tight horizontal and vertical curves in the approach to an unnamed tributary crossing, which had caused numerous accidents. Extended concrete box culvert and realigned nearly 1,900 feet of road. Project required 18,000 cubic yards of added fill.

Four Span Haunched Slab over Red Rock Creek

Reno County, Kansas | Design Engineer

Performed hydraulic analysis. Sized and designed structure. Designed road alignment and grading. Secured necessary permits to complete the project.

Long Span Precast Concrete Arch Culvert over Hill Creek

Lyon County, Kansas | Design Engineer

Performed hydraulic analysis. Worked with product supplier to implement the most efficient solution to satisfy the design challenges of this site. Designed road alignment and site grading and secured necessary permits.

Pre-Stressed Inverted T-Beam Bridge over Catamount Creek

Atchison County, Kansas | Design Engineer

Designed a pre-stressed concrete inverted T-beam superstructure and secured necessary permits to complete construction. Channel characteristics required a moderate length single-span of minimal superstructure depth.

2012 Biennial Bridge Inspection

Norton County, Kansas | Bridge Inspection Team Leader Conducted inspections of 189 structures. Updated all owner and KDOT records and provided current photographs of each structure. Corrected all errors and deficiencies identified. Prepared report of the inspection findings, as well as maintenance and repair recommendations for each structure.



TECHNICAL EXPERTISE

Trail Design
 Road Design
 Bridge Structural Design
 Building Structural Design
 LRFD Concrete Design
 Steel Design
 Wastewater Design

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 9

EDUCATION

B.S./Civil Engineering University of Kansas

REGISTRATIONS

Professional Engineer: KS Kansas State Board of Technical Professions Engineer

THOMAS KELLY, P.E.

Project Engineer

PROFESSIONAL PROFILE

Since joining BG Consultants in 2006, Thomas has been involved in a wide range of projects including the design of water supply projects, transportation projects, stormwater projects, sanitary sewer studies and projects and site planning. He has worked through all phases of projects, from developing Preliminary Engineering Reports for funding, to design and inspection. He is a committed design engineer determined to produce the highest level of service to clients.

Combining a comprehensive knowledge of design software with his field experience, Thomas provides a quality design package that is not only professional, but practical, streamlining the transition from design to construction. Both current and past clients appreciate the clarity and quality of his work. Thomas is a dependable engineer with exceptional design skills and real-world experience.

EXPERIENCE

Chieftain Trail Development, Phases I & II

Tonganoxie, Kansas | Design Engineer

Designed total of 8,340 feet of trail, composed of asphalt and Portland Concrete. Features included 130-span pedestrian bridge, ADA compliance, stormwater drainage, culvert, and pedestrian amenities.

Hiawatha Fitness and School Trail, Phases I-III

Hiawatha, Kansas | Design Engineer

Designed 8,600-feet concrete trail physically separated from motor vehicle traffic. Complies with AASHTO guidelines and connects major community assets separated by US-73.

Hiawatha Streetscape, Phase I, II, & III

Hiawatha, Kansas | Design Engineer

Corrected infrastructure problems in downtown business district. Removed and replaced part of street with 2-inch asphalt overlay. Features included new sidewalks with decorative inlays, environmental amenities, and lighting.

Alma Downtown Streetscape Plan

Alma, Kansas | Design Engineer

Constructed decorative sidewalks, environmental amenities, inlaid brick, and seating in downtown business district. Made structural improvements to ADA ramps, curbs, crosswalks, and stormwater drainage.

Eudora Downtown Streetscape Improvements

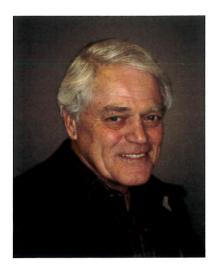
Eudora, Kansas | Design Engineer

Improved stormwater management and water system in downtown area. Separated vehicle and pedestrian spaces. Added street lighting and amenities to encourage pedestrian traffic and enhance cleanliness.

George Williams Way Improvements

Lawrence, Kansas | Design Engineer

Designed five-lane urban roadway section which included drainage structures, cross section, two-way left turn lane, horizontal and vertical curvature, pavement design, and ADA compliance.



TECHNICAL EXPERTISE

Land Survey Easements Right-of-Way Acquisition Land Disputes

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 39 With Other Firms: 13

EDUCATION

3 years Fort Hays State University

REGISTRATION

Registered Land Surveyor in Kansas

FRED GIBBS, R.L.S.

Lead Land Surveyor

PROFESSIONAL PROFILE

Fred Gibbs, R.L.S., co-founded BG Consultants, Inc., in March 1976, following thirteen years of surveying experience in the State of Kansas. During those initial years, Fred was promoted to Chief of Surveys in charge of all surveying projects. Fred's current activities include business development for surveys, and he is the Principal-in-Charge of all surveying operations and contracts for the firm. He is directly in charge of quality control for all surveys and legal descriptions and is a tremendous asset for easement and right-of-way acquisition. Fred has had a long involvement with laws governing land surveying and is considered an authority throughout the State of Kansas. He is often consulted on historic land disputes and boundary problems.

Among his projects, Fred is involved in boundary surveys, condominium surveys, construction surveys, mortgage or title surveys, preliminary surveys, subdivision surveys, topographic surveys, and planning, zoning and plat reviews. Because he ensures that the proper time and effort is put into every survey, site design is more accurate and construction projects are streamlined.

EXPERIENCE

Boundary Surveys

Surveys made to establish or reestablish property boundary lines upon the ground or to obtain data for making a map showing boundary lines. These surveys include residential lots, commercial property, and large tracts.

Condominium Surveys

Surveys determining unit and common areas, in a three-dimensional plane, to prepare descriptions and mapping for a condominium plan.

Construction Surveys

Survey measurements on a construction project to control position, dimensions, and configuration. Also included are measurements to determine quantities for payment of work and adequacy of completion.

Mortgage or Title Surveys

Surveys made for lending or insuring agencies to evaluate title problems, if any, relating to actual occupation and possession.

Preliminary Surveys

Surveys to obtain data from which to determine the feasibility of, and/or to prepare plans for, a development or construction project.

Subdivision Surveys

Surveys dividing undeveloped areas of land into blocks, lots, streets, parks, etc., in conformance with governing ordinances. This procedure includes platting, segregations, and other divisions exempt from subdivision ordinances.

Topographic Surveys

Surveys for the purpose of determining the configuration of the earth's surface and the location of physical objects thereon.

CONSTRUCTION OBSERVATION

At BG Consultants, Inc. we understand the depth and complexity of requirements that accompany construction services. As an all-inclusive firm, we have the capability to handle a project from the initial planning stages through the final construction walk-through. The firm is one of the largest and most experienced Local Public Authority Consultants (LPA) qualified for Kansas Department of Transportation inspection projects. We consistently serve federal, state, county, municipal, and local governments, as well as commercial and private clientele, in the inspection of all types of construction projects.

We train our employees to be flexible and able to handle a variety of duties. This gives us a pool of trained and experienced personnel to complete the testing and inspection of diverse project types. Attending training schools conducted by KDOT develops client confidence in our staff. We regularly frequent courses to broaden our services and remain on the leading edge of technology and regulatory requirements. The size and experience of our staff allows us to complete the required services within the time prescribed by the contractor and/or KDOT.

Our company has equipment to handle three major concrete pours simultaneously. Our asphalt testing equipment meets all of the requirements for KDOT laboratories. The insistence on quality construction administration has given BG an excellent reputation. We take pride in our staff and the work we do, and this shows in the appreciation we receive from our clients.

A team of professional individuals that have current, long-term experience in design and construction observation for KDOT projects have been compiled to best suit your needs. Leading this team will be Thomas Bennett, who has been with BG Consultants since 1976 after nine years of experience with KDOT. As manager of BG's Construction Observation, Tom coordinates the scheduling of construction inspectors and oversees all construction observation projects, providing quality control and assurance to the client. On this project, Thomas will leverage his experience to provide beneficial technical support to the contractor during construction and ensure that your trail complies with KDOT standards.

We have several licensed inspectors who have worked on KDOT TA projects, including significant trail projects. We believe our team of professionals will provide the technical expertise and personal service that the City of Junction City can rely on. Our inspectors are cognizant to represent the City's interests as they administer the project. Junction City deserves a firm that will provide experience and flexibility to make this a successful project.







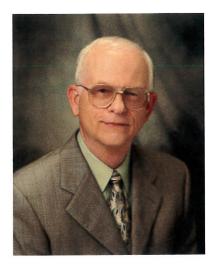
CONSTRUCTION ADMINISTRATION TEAM

THOMAS BENNETT, P.E.

Responsible for managing construction administration team training, staffing, and performance.

LICENSED INSPECTORS

Elwin Roberts John Lynch David Goss Jon Carlson Chris Becker Larry Jerome Kirk Wohlgemuth Marc Gilman Jesse Sullivan Dan Byers Brett B'Hymer Josh Coffin Elizabeth Rawson Brett Waggoner Kenny Dornes Craig Ronnenbaum Zach Whitford



TECHNICAL EXPERTISE

Stormwater Hydrology, Collection, and Conveyance
Construction Sequencing
Development
Construction Cost Estimating
Pavement, Street, and Highway
Design
Project Management

YEARS OF EXPERIENCE

With BG Consultants, Inc.: 39 With Other Firms: 9

EDUCATION

B.S./Civil Engineering South Dakota State University

REGISTRATIONS

Professional Engineer: KS, NE

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

ACEC of Kansas

National Association of County Officials

THOMAS BENNETT, P.E.

Construction Observation Manager

PROFESSIONAL PROFILE

Thomas Bennett is one of BG Consultants' most versatile engineers. He joined BG Consultants in 1976 following nine years of construction and design experience with the Kansas Department of Transportation. Thomas is currently the manager of the Construction Observation Department and often serves as senior project manager on many county bridge and highway, municipal transportation, and local airport improvement projects.

Thomas has worked on numerous projects that required collaboration with KDOT and other agencies. BG Consultants' clients appreciate Thomas' knowledge of available funding for each project type. He has a record of successful applications for grants and funding for infrastructure projects. In addition to managing projects, he provides experience-based guidance in developing construction sequencing for complicated projects. He is a problem solver who enjoys bringing projects to completion.

EXPERIENCE

Inspection

As Construction Observation Manager, Thomas:

- Coordinates scheduling of 16 full-time and part-time construction inspectors.
- Directs inspector training activities and is responsible for maintenance of construction team certifications and safety training.
- Oversees all construction observation projects, providing quality control and assurance to the client.
- Manages all construction observation project contracting and invoicing.
- Maintains construction observation capabilities for Routine Bridge Inspection, Fracture Critical Bridge Inspection with Rope Access, Forensic Inspection, and all types of vertical and horizontal construction including.

Projects:

Rucker Road Corridor Improvements

Junction City, Kansas | Project Manager

Improved 1.2 miles of roadway. Designed 2,800 feet of storm sewer, handicap ramps, sidewalks, curbs and gutters, and an 80-foot bridge with pedestrian walkways.

KLINK Project for Lincoln Ave. from Valley St. to US-24

Wamego, Kansas | Project Manager

Resurfaced portion of K-99 Highway in Wamego, Kansas, consisting of concrete and asphalt. Constructed new storm drainage manholes and pipe. A pipe bore under the Union Pacific Railroad occurred with 95 feet of continuous jacking of 30-inch RCP storm sewer.

Norton Municipal Airport, Airfield Lighting Improvements

Norton, Kansas | Project Manager

Provided grant administration to achieve funding from the FAA and KDOT. Provide a single set of construction documents in order to build and bid the project as one. Installed precision approach path indicator lights, runway end identification lights, supplemental wind cone, and rotating beacon and tower.



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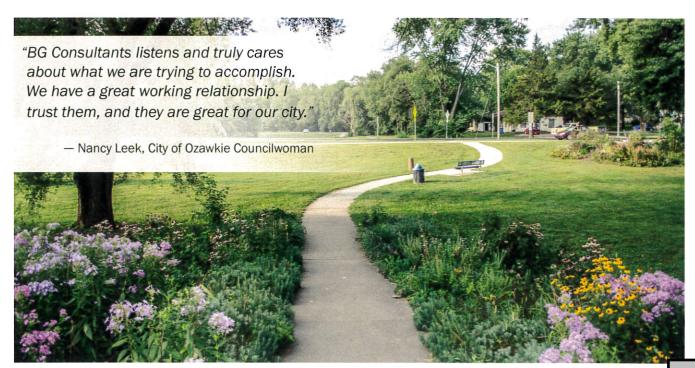
SIMILAR PROJECT EXPERIENCE

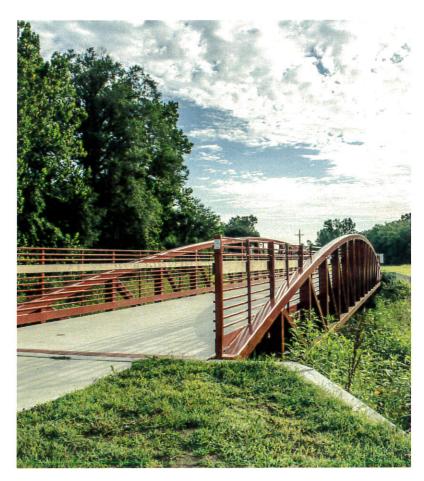
Not only does BG Consultants offer a highly experienced team of individuals, but we also bring over 39 years of collective experience in serving the Manhattan/Junction City area. Since our founding in 1976, we have developed an excellent understanding of our communities' changing needs and the engineering services necessary to support them. Because of the collaborative environment BG has fostered across all four of our offices, this collective knowledge is shared and cultivated among every member of our team.

We work daily with issues of site development, environmental impacts, evolving technologies, and construction administration and observation. In addition, we have completed many projects—trails, roads, and bridges—in conjunction with the Kansas Department of Transportation and other governmental agencies. Related projects described in the following pages demonstrate our success in trail development. In these projects alone, we have designed over 12.5 miles (or 66,152 feet) of multi-use paths and trails.

PROJECT	LENGTH (feet)
Chieftain Trail, Phases I & II	8,340
Hiawatha Fitness and School Trail	8,600
Jim P. Martinez Sunflower Trail Phases I, II, & III	20,600
(Greater Hutchinson Trail System)	39,600
Jones Park Memorial Trail	3,487
Parsons Frisco Trail Development	6,125
TOTAL	66,152

This number, however, only accounts for a portion of the impact BG Consultants' trail and sidewalk designs have had over the years. Whether we are designing multi-use trails, integrating trail routes through city sidewalks, or planning safe routes for children to walk to school, BG's designs have enhanced pedestrian safety and enriched the lives of communities across the state of Kansas.







CHIEFTAIN TRAIL, PHASES I & II

In a two-phase development process, BG Consultants, Inc., worked with the City of Tonganoxie, Kansas, to design improvements to the city's pedestrian trail.

Phase I, completed in 2007, included the construction of 2,640 feet of asphalt and Portland cement concrete pavement. This addition runs from Downtown to Chieftain Park, the VFW trail system, USD 464 facilities, the Tonganoxie Skate Park, and the City Swimming Pool. In addition to the trail itself, BG's design incorporated concrete curbs and gutters, ADA compliance, retaining walls, storm water drainage improvements, driveway improvements, the extension of a 10' by 10' box culvert, benches, bicycle amenities, pavement markings, and landscaping.

In 2014, BG Consultants completed Phase II. The goal of this project was to provide residents living north of US Highway 24-40 safe pedestrian access to community assets on the other side of the seven-lane highway. BG engineers designed a 5,700-foot extension to the trail, which included a route underneath Highway 24-40 and a 130-span pedestrian bridge.

LOCATION

Tonganoxie, Kansas

CLIENT CONTACT

Nathan McCommon City Administrator City of Tonganoxie P.O. Box 326 Tonganoxie, KS 66086 (913) 845-2620

CONSTRUCTION COST

Phase I: \$336,000 Phase II: \$1,125,00

COMPLETION DATE

2014



FITNESS AND SCHOOL TRAIL

BG Consultants, Inc., designed the Hiawatha Fitness and School Trail, a multi-use path that connects key community assets in the eastern portion of the city. The 8,600-foot long concrete trail begins near Little Hands Daycare Center, extends north past the Fisher Center, and loops around the middle and high schools. The Hiawatha Fitness and School Trail creates the ability to access all of Hiawatha's public assets located east of US-73, north of Lodge Road, and south of East Miami street on foot or with a bicycle from all Hiawatha neighborhoods to the west. It is physically separated from the motor vehicle traffic, allowing pedestrians and bicyclists to not have to compete for space with vehicles on public streets.

Funding for the project included a KDOT TA reimbursement and federal discretionary reimbursement grant. The Trail Extension was constructed with Portland cement concrete and complies with the AASHTO Guide for the Development of Bicycle Facilities and the Americans with Disabilities Act Accessibility Guidelines. The Hiawatha Fitness and School Trail was designed using sound bicycle/pedestrian facility planning principles. Substantial completion was recently issued for Phase III of construction.

LOCATION

Hiawatha, Kansas

CLIENT CONTACT

Crosby Gernon Mayor, City of Hiawatha 701 Oregon Street Hiawatha, Kansas 66434 (785) 742-7417

CONSTRUCTION COST \$1,000,000

COMPLETION DATE 2015





GREATER HUTCHINSON TRAIL SYSTEM

BG Consultants, Inc. has been contracted to provide civil and structural engineering services for ongoing renovations of several hike/bike trails, as well as connecting streetscape and bridge projects, within the City of Hutchinson over the past 14 years. These projects encompass many elements of the design and construction administration phases.

One predominant factor in these relevant projects was the extensive coordination with all involved stakeholders. This required efficient communication with numerous entities, including the City of Hutchinson, railways, KDOT TE grant application and award administrators, and various design consultants. These coordination efforts highlighted BG Consultants' ability to adapt and evolve with the projects to produce final design plans approved by all stakeholders.

Design and construction phases consisted of items such as new pavement, side-walks and pedestrian crossings, pedestrian bridges, decorative street lighting, pedestrian amenities, stormwater drainage, and urban landscaping. Public perception was a major consideration during planning, design and construction of any given project. Several meetings involving the public were held during the planning and design phases. Weekly meetings were held during construction to address any comments from the public and business owners. These meetings ensured access for vehicle traffic and pedestrians during construction.

APPLICABLE PROJECTS

- · Jim P. Martinez Sunflower Trail Extension Phases I, II, & III
- · Avenue "A" Bridge Replacement over Cow Creek and Park Improvements
- · Downtown Streetscape Master Plan and Design
- · George Pyle Park Improvements
- · Hendricks Street Bridge Improvements
- Plum Street Bridge Improvements
- Downtown Streetscape Improvements
- Northeast Trail Extension

LOCATION

Hutchinson, Kansas

CLIENT CONTACT

Brian Clennan, P.E. Director of Engineering, City of Hutchinson 1500 South Plum Hutchinson, Kansas 67501 (620) 664-2644

CONSTRUCTION COST

Greater than \$10,400,000

COMPLETION DATE

Ongoing



EMPORIA SAFE ROUTES TO SCHOOL PHASE I & II IMPROVEMENTS

As part of their commitment to reduce obesity in local youth, the Emporia Community Health Coalition advocated utilizing opportunities available through the Safe Routes to Schools program. The emphasis was placed upon getting more youth to walk and bike to and from schools. The City of Emporia initially applied for and was awarded funding, used to conduct an engineering assessment and plan. BG Consultants, Inc. worked closely with the CHC and numerous other community organizations to develop the plan, assisting efforts by providing expert analyses of the City's school routes.

Surveys of all the City's elementary schools revealed that safety concerns and lack of infrastructure were preventing students from walking or biking to school. Environmental barriers such as railroad tracks and traffic were one point of concern. Walkability audits were performed to determine conditions of sidewalks and crosswalks, review traffic signage, and identify traffic and safety issues. A lack of sidewalks or sidewalk continuity, ADA accessible ramps at intersections, and signage and traffic control were identified as problem areas.

As part of the second phase, BG engineers designed infrastructure improvements centered around three schools, entailing:

- · School Zone signing around schools at and in advance of crosswalks
- New school speed zone signing
- Marked crosswalks along school routes
- Sidewalk ramps and other sidewalk improvements
- · Dividing island with sidewalk separating drop-off lane
- Raised crosswalks

Funding for this project was provided in part through the federal Safe Routes to School reimbursement program, administered by KDOT.

LOCATION

Emporia, Kansas

CLIENT CONTACT

Kerry Sull City Clerk, City of Emporia 522 Mechanic Street Emporia, Kansas 66801 (620) 343-4254

CONSTRUCTION COST

\$259,000

COMPLETION DATE 2012



LYNDON SAFE ROUTES TO SCHOOLS - KDOT PHASE II IMPROVEMENTS

As part of the City of Lyndon's master plan to improve walking and biking routes to schools, BG engineers were consulted to study and provide recommendations for the City's pedestrian infrastructure. Part of this plan included a Safe Routes to Schools project, similar to the project completed in Emporia.

BG Consultants, Inc. assisted the City of Lyndon in preparing a Safe Routes to School plan. Student and parent surveys and engineering evaluations revealed that significant safety concerns were preventing students from walking or biking to school. BG's investigations noted that school zones and neighborhoods surrounding the schools lacked sidewalks or continuity of sidewalks, ADA accessible ramps, and adequate signage and traffic control. Further considerations for improvement include reducing interactions between pedestrians and motorized vehicles. Funding for this master plan was provided through the federal Safe Routes to School reimbursement program, administered by KDOT.

Other community efforts to implement portions of the Hike/Bike Trails Master Plan include the construction of Jones Memorial Park Trail, which will connect to the existing shared-use path by the elementary school.

LOCATION

Lyndon, Kansas

CLIENT CONTACT

Julie Stutzman City Clerk, City of Lyndon 730 Topeka Street Lyndon, KS 66541 (785) 828-3146

CONSTRUCTION COST

\$272,039

COMPLETION DATE

Ongoing

JONES PARK MEMORIAL TRAIL DEVELOPMENT

The Jones Park Memorial Trail circles Jones Park in the southeast corner of Lyndon, Kansas. The trail is one component of the City's Hike/Bike Trail Master Plan, and connects to existing paths. Six feet wide and 3,487 feet long, the trail is accompanied by a 1,450-square yard gravel drive that provides ADA access to the southern portion of the trail.

In addition to the trail itself, BG Consultants designed four concrete pads for park benches and cross road pipes for stormwater drainage. The project was funded by the Sunflower Foundation and the Jones Trust Foundation.

To further enhance the park, the City also opted to add a wetland area and Learning Center for educational purposes, developed in partnership with Westar Energy's Green Team. The trail system designed by BG provides connectivity between the educational features and the nearby elementary school.



LOCATION Lyndon, Kansas

CLIENT CONTACT City of Lyndon

CONSTRUCTION COST \$183,500

COMPLETION DATE 2013

263





PARSONS FRISCO TRAIL DEVELOPMENT

In 2008, BG Consultants completed a new pedestrian and bicycle trail for the City of Parsons. The concrete trail, which is 1.16 miles long and 10 feet wide, begins in the northeast part of town at the intersection of Chess Avenue and 10th Street and ends at the intersection of 31st and Belmont Streets.

A significant portion of the trail was constructed next to the Labette Creek Levee, Frisco Railroad R/W, and City of Parsons R/W. Its implementation improved connectivity between educational, residential, recreational, and commercial facilities in the Parsons community.

The project was funded by KDOT's Transportation Enhancement Fund Program. It was designed in compliance with AASHTO's Guide for Development of Bicycle Facilities and ADA accessibility guidelines.

LOCATION

Parsons, Kansas

CLIENT CONTACT

Darell Moyer Public Works Director, City of Parsons (620) 421-7020

CONSTRUCTION COST \$700,000

RUCKER ROAD CORRIDOR IMPROVEMENTS

This 1.2 mile project located in Junction City, Kansas, was undertaken by the City to improve a roadway in advance of future development. The roadway was a two-lane rural section with open ditches. The improvements reconstructed the street into a three-lane arterial roadway. The vertical and horizontal alignments were modified due to widening from a two-lane road to a three-lane road.

Hydraulics and hydrology were evaluated and a storm sewer system was designed to eliminate open channel flow. Sidewalks and handicap ramps were also designed on both sides of street. An 80-foot single span bridge with pedestrian walkways on both sides was part of the storm drainage improvements.

BG Consultants conducted a traffic study to determine the geometrics of the new roadway and a pavement study to determine pavement thickness. BG acquired the right-of-way and easements for the City. Two public hearings were held to inform the public about the project scope and the time of construction.

The project included 11,800 tons of asphalt pavement, 4,800 square yards of concrete sidewalk, 12,750 lineal feet of curb and gutter, 2,800 lineal feet of storm sewer, and a 78-foot pre-stressed concrete beam span bridge. A detailed phasing plan and traffic control plan was developed to allow access to homeowners along the corridor during construction.



LOCATION
Junction City, Kansas

CLIENT CONTACT City of Junction City

CONSTRUCTION COST \$3,100,00

COMPLETION DATE 2009



CLIENT
REFERENCES

CLIENT REFERENCES

We work hard for you, focusing on continually bettering our design abilities, responsiveness, teamwork, and sensitivity to budgets and schedules. We always believe that it is important for a potential client to speak with other clients or agencies when doing a project to determine if a consultant can provide what is required. We have included five client references below. If additional references are required, we would be happy to provide an expanded list.

Brian Johnson, P.E.

City Engineer, City of Manhattan 1101 Poyntz Avenue Manhattan, KS 66502 (785) 587-2415

Mike Nichols

City Administrator, City of Hiawatha 701 Oregon Street Hiawatha, KS 66434 (785) 742-7417

Robert Reece

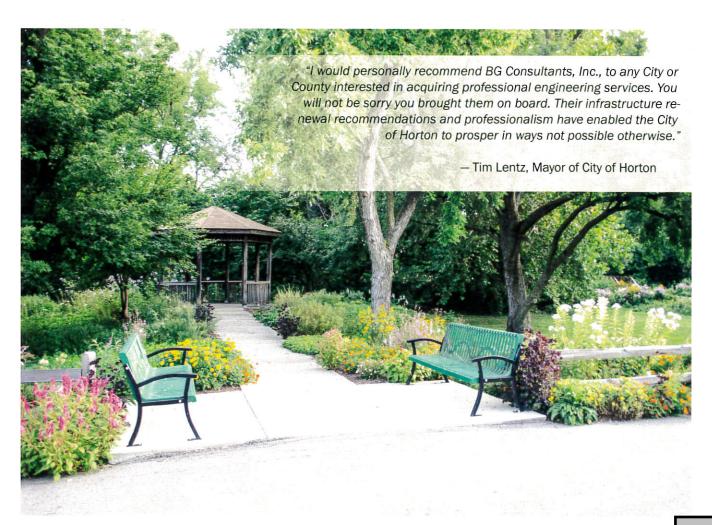
County Administrator, Pottawatomie County 207 North 1st Street P.O. Box 187 Westmoreland, KS 66549 (785) 457-3455

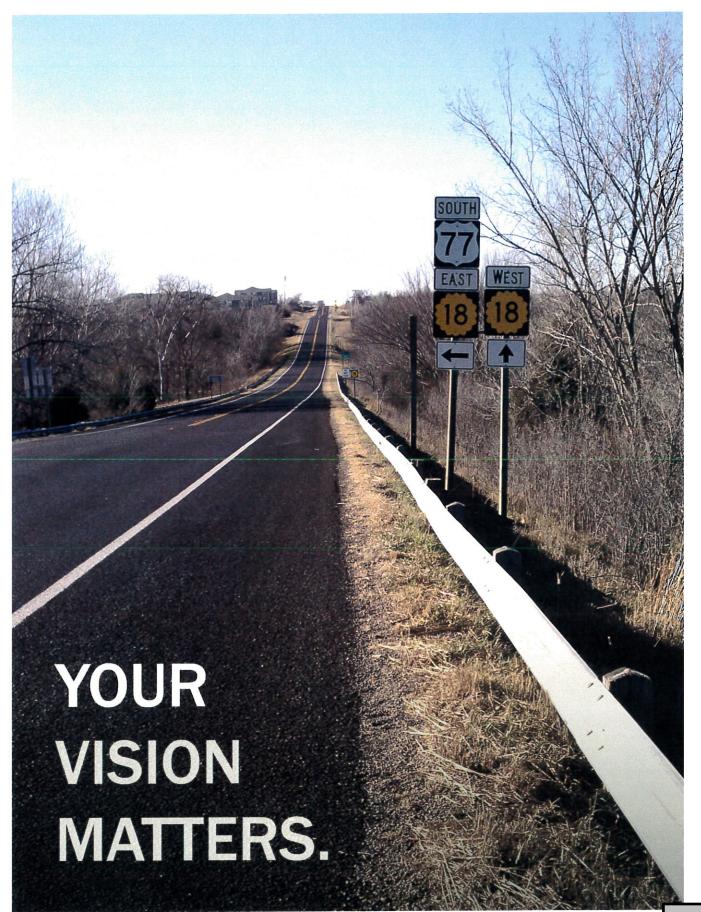
Brian Clennan, P.E.

Director of Engineering, City of Hutchinson 1500 South Plum Hutchinson, KS 67501 (620) 664-2644

Nathan McCommon

City Administrator City of Tonganoxie P.O. Box 326 Tonganoxie, KS 66086 (913) 845-2620





COST PROPOSAL

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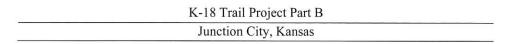


AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and <u>Junction City</u>, <u>Kansas</u>, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:



WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 "Additional Services" means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 "Agreement" means this contract and includes change orders issued in writing.
- 1.3 "CLIENT" or "Client" means the agency, business or person identified on page 1 as "CLIENT" and is responsible for ordering and payment for work on this project.
- 1.4 "<u>CONSULTANT</u>" or "<u>Consultant</u>" means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 "Contract Documents" means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 "<u>Engineering Documents</u>" or "<u>Architectural Documents</u>" or "<u>Survey Documents</u>" means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 "Consulting Services" or "Engineering Services" or "Architectural Services" or "Survey Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 "Services" is a description of the required work as shown in **Exhibit 1**.
- 1.9 "<u>Subsurface Borings and Testing</u>" means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 - RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. Personnel: The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Karen L. Weathers, P.E.	
Address:	4806 Vue Du Lac Place	
	Manhattan, KS 66503	
Phone:	785-537-7448 ext. 1121	

- 2.2.2. Standard of Care: In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT's profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor**: The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance**: CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.
- 2.2.5. Subsurface Borings and Material Testing: If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

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- 2.2.6. Service by and Payment to Others: Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties, the CONSULTANT shall in no way be liable to either the CLIENT or such third parties in any manner whatsoever for such Services or for payment thereof.
- 2.2.7. Subcontracting of Service: The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement**: The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. Force Majeure: Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Professional Responsibility**: The CONSULTANT will exercise reasonable skill, care and diligence in the performance of its Services as is ordinarily possessed and exercised by a licensed professional performing the same Services under similar circumstances.
- 2.2.11. **Inspection of Documents**: The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication**: The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services.
- 3.1.2. **Access**: The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties**: The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

- 3.1.4. **Program and Budget**: The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing**: Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit**: The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative**: The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Kristofer Finger	
Title:	Assistant City Engineer	
Address:	700 N Jefferson	
	Junction City, Kansas 66441	
Phone:	785-238-3103	

SECTION 4 - PAYMENT

4.1 COMPENSATION

- 4.1.1. **Maximum Total Fee and Expense**: The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Estimated Engineering Fee and 2015 Standard Hourly Rate Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of Ninety Seven Thousand Two Hundred Ninety One and 75/100 Dollars (\$97,291.75). This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before the 9th day of each month. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate**: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the 2015 Standard Hourly Rate Schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost plus ten (10) percent. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment**: The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses**: **Reimbursable Expenses**: An estimate of reimbursable expenses plus ten (10) percent shall be included in the total maximum fee. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and

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- reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing**: CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay the CONSULTANT within ten (10) days of approval by the governing body.
- 4.1.7. Timing of Services: CONSULTANT will perform the Services in a timely manner according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays.
- 4.1.8. Change in Scope: For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. Additional Services: The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto in Exhibit 2. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 - MUTUAL PROVISIONS

5.1 TERMINATION

5.1.1. **Notice**: The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hour's notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination**: If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. Compensation for Default Termination: If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The CLIENT also retains all its rights and remedies against the CONSULTANT, including, but not limited to, its rights to sue for damages, interest and attorney fees.
- 5.1.4. **Incomplete Documents**: Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT's right of use of instruments of service, if any, is limited to that use on the Project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and save CONSULTANT, its offices and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.
- 5.4.3. CONSULTANT shall indemnify and save CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence or wrongful acts of the CONSULTANT, its offices or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of CLIENT's standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are complete. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their

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employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 **HAZARDOUS MATERIALS**

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as Exhibit 3.

IN WITNESS W	/HEREOF, the parties have executed to the par	this Agreement in	duplicate this	day
CONSULTAN	T:	CLIENT:		
BG Consultants	s, Inc.	Junction City,	Kansas	
Ву:		By:		-
Printed Name:	Karen L. Weathers, P.E.	Printed Name:	Mick McCallister	
Title:	Project Engineer	Title:	Mayor	

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END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The Scope of Services described in this Exhibit is for the design of and preparation of construction plans and specifications for a Shared Use Path Project on the north side of Hwy K-18 (8th Street) beginning at the end of KDOT project 77-31 KA-2367-04 and extending east approximately 2,835' to the K-18/Rucker Road intersection in Junction City, Kansas, hereinafter referred to as "PROJECT".

A. DESIGN PHASE SERVICES

CONSULTANT will provide the following design phase scope of services to assist the CLIENT with design of PROJECT. CONSULTANT will prepare construction plans and specifications for the PROJECT in conformance with the KDOT's plan preparation criteria and format for TA projects. CONSULTANT will, to the extent feasible, perform Design Phase Services in accordance with the following design criteria/standards: AASHTO <u>Guide for the Development of Bicycle Facilities</u>, 4th <u>Edition</u> and AASHTO <u>A Policy on Geometric Design of Highways and Streets</u>, 6th <u>Edition</u>, the <u>Manual on Uniform Traffic Control Devices</u>, the KDOT <u>Standard Specifications for State Road and Bridge Construction</u>, 2007 <u>Edition</u> and applicable Special Provisions, and the KDOT <u>Design Manual</u> current at the time of design.

For the following stages of the design phase, the CONSULTANT will:

1. TOPOGRAPHIC SURVEY AND CONCEPT DESIGN

- a. Receive any available information from CLIENT that will be helpful in the design of PROJECT.
- b. Perform a topographic survey to be used for design of PROJECT. The survey will locate physical features in the right-of-way, establish horizontal and vertical control, locate above ground topographic features and determine the approximate location of known below ground features.
 - The area to be surveyed is generally the north side of Hwy K-18, from the southern edge of the existing pavement to the north right-of-way, from the end of KDOT project 77-31 KA-2367-04 and extending east approximately 2,835' to the K-18/Rucker Road intersection.
- c. Obtain information from utility companies who have facilities within the Project limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. To the extent feasible, utility locations will be included in the survey data.
- d. Meet with CLIENT to discuss design alternatives and selection of site amenities to be included in the PROJECT according to the available budget. Site amenities may include pavers inlaid in the sidewalk, signage, street light poles and fixtures, benches, trash receptacles, bollards, and planters.

- e. Prepare a concept design incorporating public infrastructure improvements in the PROJECT area which may include:
 - i. Horizontal and vertical alignment of the Shared Use Path
 - ii. Utility locations
 - iii. Sidewalk and curb and gutter removal and replacement at the K-18/Rucker Rd. intersection.
 - iv. Signage
 - v. Paver inlay.
 - vi. Street lighting.
 - vii. Preliminary locations for other site amenities such as benches, trash receptacles, bollards, and planters.
 - viii. Concept Renderings (2) on 22"x36" bond paper mounted on foam board.
- f. Conduct one public meeting to discuss concept improvements to be included in the PROJECT.

2. DESIGN TO FIELD CHECK STATUS

- a. Design infrastructure improvements identified during Concept Design.
- b. Prepare Field Check construction plans for PROJECT.
 - i. Construction plans will be prepared on 22"x36" bond paper.
 - ii. The following sheets are anticipated for the Field Check construction plans:
 - 1. Title Sheet
 - 2. General Notes, Summary of Quantities, and Project Control
 - 3. Typical Section(s)
 - 4. Plan and Profile Sheet(s)
 - 5. Preliminary Temporary Traffic Control Plan
 - 6. Cross Sections
- c. Meet with CLIENT to discuss design progress prior to submitting Field Check construction plans to KDOT.
- d. Upon CLIENT's direction, submit a PDF copy of Field Check construction plans to CLIENT and KDOT. Up to two paper copies of the construction plans will be submitted to CLIENT.
- e. Provide KDOT and CLIENT with an opinion of probable construction cost with submittal of the Field Check construction plans to KDOT.
- f. Attend a Field Check meeting with CLIENT and KDOT.

3. DESIGN TO OFFICE CHECK STATUS

- a. Based on the CLIENT's review and KDOT's review of the Field Check construction plans, revise the design of PROJECT to incorporate review comments as necessary.
- b. Prepare detailed street lighting construction plan and detail sheets.

- c. Prepare a Storm Water Pollution Prevention Plan for the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities.
- d. Prepare detailed pavement marking and permanent signing construction plan sheets.
- e. Prepare detailed traffic control plan sheets with an outline for construction staging.
- f. Prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services.
- g. Design and detail retaining walls or handrails not covered by CLIENT and/or KDOT standard detail sheets.
- h. Design and detail structures or improvements not covered by CLIENT and/or KDOT standard detail sheets.
- i. Prepare computations for design plan quantities and bid items.
- j. Prepare Office Check construction plans for PROJECT.
 - i. Construction plans will be prepared on 22"x36" bond.
 - ii. The following sheets are anticipated for the Final Check construction plans:
 - 1. Title Sheet
 - 2. General Notes, Summary of Quantities, and Project Control
 - 3. Typical Section(s)
 - 4. Plan and Profile Sheet(s)
 - 5. Intersection Detail(s)
 - 6. Pavement and Sidewalk Details
 - 7. Electrical System and Details (Lighting)
 - 8. Retaining Wall/Other Structural Details
 - 9. Storm Water Pollution Prevention Plan
 - 10. Permanent Signing and Pavement Marking Plans
 - 11. Temporary Traffic Control Plan
 - 12. Project Seeding Sheet
 - 13. Cross Sections
- k. Prepare project specific Special Provisions for items of work included in the PROJECT which are not specified in the <u>Standard Specifications for State Road</u> and Bridge Construction, 2007 Edition or the KDOT Special Provisions.
- Provide utility companies having infrastructure with the PROJECT area a set of Office Check construction plans for their use. Meet with each utility company to discuss the relocation of their facilities.
- m. Upon CLIENT's direction, submit a PDF copy of Office Check construction plans to CLIENT and KDOT. Up to two paper copies of the construction plans will be submitted to CLIENT.

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- n. Provide KDOT and CLIENT with an opinion of probable construction cost with submittal of the Office Check construction plans to KDOT.
- o. Prepare applications, exhibits, drawings, and specifications necessary to obtain known required permits. Applications should be prepared for the City's execution and submittal. Assist the City in obtaining permit approvals by furnishing additional information about the Project design. Provide, in the specifications, a list of the permits which must be obtained by the construction contractor.
- p. Prepare a right-of-way strip map and furnish the CLIENT with legal descriptions for up to and including two (2) properties which require right-of-way or easement acquisition prior to construction of the PROJECT.

4. DESIGN TO FINAL LETTING CONSTRUCTION PLANS AND SPECIFICATIONS

- a. Based on the CLIENT's review and KDOT's review of the Office Check construction plans, revise the design of PROJECT and the construction plans to incorporate review comments as necessary.
- b. Based on the CLIENT's review and KDOT's review of the Office Check construction plans, revise and/or prepare additional project specific Special Provisions for items of work included in the PROJECT which are not specified in the <u>Standard Specifications for State Road and Bridge Construction</u>, 2007 Edition or the KDOT Special Provisions.
- c. Upon CLIENT's direction, submit a PDF copy of Final Check construction plans to CLIENT and KDOT. Up to two paper copies of the construction plans will be submitted to CLIENT.
- d. Provide KDOT and CLIENT with an estimate of probable construction cost with submittal of the Final Construction Plans and Specifications to KDOT.
- e. Repeat steps a.-d. for Final Check to Plans, Specifications & Estimates (PS&E) Check and PS&E Check to Final Letting.

5. SCOPE OF SERVICES NOT INCLUDED IN THIS AGREEMENT

CONSULTANT and CLIENT agree that the following services are excluded from this AGREEMENT:

- a. Design of landscaping and/or irrigation systems.
- b. Design of utility relocations.
- c. Design of infrastructure improvements which are considered ineligible for reimbursement under the TA program funds awarded to CLIENT.
- d. Geotechnical services.

B. BID PHASE SERVICES

Bid Phase Services are specifically excluded from this AGREEMENT. CONSULTANT can provide CLIENT with Bid Phase Services by separate agreement.

C. CONSTRUCTION PHASE SERVICES

Provide Construction Phase Services for Construction Administration as the Engineer of Record as technical support to the Contractor.

Construction Phase Services for Construction Observation by an LPA Certified Inspector are specifically excluded from this AGREEMENT. CONSULTANT can provide CLIENT with Construction Phase Services for Construction Observation by separate agreement.

END OF EXHIBIT 1

EXHIBIT 2

COST AND SCHEDULE

CONSULTANT will provide services in Exhibit 1, Item A and Exhibit 1, Item C for Construction Administration for a <u>maximum not to exceed fee of Ninety Seven Thousand Two Hundred Ninety One and 75/100 Dollars (\$97,291.75)</u> according to the actual hours expended and at the rates shown in the following Estimated Engineering Fee and 2015 Standard Hourly Rate Schedule, also incorporated herein as Exhibit 2. CLIENT will be invoiced for Exhibit 1, Item A services and Exhibit 1, Item C services for Construction Administration in accordance with Section 4 of this AGREEMENT.

Services in Exhibit 1, Item B and Exhibit 1, Item C for Construction Observation by an LPA Certified Inspector are excluded from this AGREEMENT.

CONSULTANT will begin performing Services after receiving notice to proceed from CLIENT. CONSULTANT will perform services in an effort to meet the KDOT Transportation Alternatives program requirements applicable to the PROJECT. The following schedule is proposed:

Project Schedule									
KDOT Project Number 31 TE-0415-01									
Junction City K-18 Trail									
Proposal Due	September 4 th , 2015								
Notice to Proceed	By October 1st, 2015								
Surveying Activities	October 2015								
Concept Design	October thru November								
Public Meeting	By December 15 th , 2015								
Field Check Submittal	By January 15 th , 2016								
Field Check Completed	By January 29 th , 2016								
Office Check Submittal	By March 15 th , 2016								
Office Check Completed	By April 15 th , 2016								
Permits Submitted	By April 15 th , 2016								
Final Check combined with PS&E submittal	By May 15 th , 2016								
Advertise	By June 1st, 2016								

K-18 Trail Project Part B Existing US 77 east on/off ramps extending east approximately 2,835' to the K-18/Rucker Road intersection City of Junction City Estimated Engineering Fee

Exhibit 2

TASK 1: TOPOGRAPHIC SURVEY AND CONCEPT DESIGN

		PM	PE II	Design Eng.	Cad Operator	Asst Architect	Proj. Surveyor	Field Super.	Surveyor	
	Hourly Rate =	\$ 140.50	\$ 140.50	\$ 107.50	\$ 104.50	\$ 86.50	\$ 126.50	\$ 99.50	\$ 72.00	Total
CONCEPT DESIGN										0
Kick-off Meeting Prep		2		4		2				8
Kick-off Meeting		4		4						8
Obtain/analyze K-18 road plans				2	1					3
Obtain/analyze Utility Location Maps				2	1					3
Concept P&P Sheets (6)		4		60	12					76
Typical Sections		0.5		2	2					4.5
Signage Plan		1		2	2					- 5
Lighting Plan		2	4		2					8
Concept Renderings (2)		2		2		32				36
Concept Design Review and Revision		2		8						10
Concept EOPC		0.5		4						4.5
Internal Progress Meetings (3)		3		3		3				9
External Progress Meeting Prep (2)		4		4						8
External Progress Meetings (2)		4		4						8
Public Meeting Prep		8		4	4					16
Public Meeting		3		3						6
SURVEY										0
Boundary & Topo Survey	_	2			16		16	40	80	154
	Total Hours =	42	4	108	40	37	16	40	80	367
	Total Cost = 5	5,901.00	\$ 562.00	\$ 11,610.00	\$ 4,180.00	\$ 3,200.50	\$ 2,024.00	\$ 3,980.00	\$ 5,760.00	\$ 37,217.50

Total Task 1 = \$ 37,217.50

TASK 2: DESIGN TO FIELD CHECK STATUS

TASK 2. DESIGN TO FIELD CHECK STA	4103														-	
		PM	PE II	Design	Eng.	Cad Operator	Asst Arc	chitect	Proj.	Surveyor	Field	d Super.	Su	rveyor		
	Hourly Rate =	\$ 140.50	\$ 140.50	\$:	107.50	\$ 104.50	\$	86.50	\$	126.50	\$	99.50	\$	72.00		Total
Title Sheet	15			1		2										3
Project Control				1		2				4						7
General Notes				4		2										6
Summary of Quantities			8	8		0.5										16.5
Typical Sections				2		2										4
Plan & Profile Sheets (6)				17	2	12										24
Preliminary Temp. Traffic Control Pla	n		2	4		2										8
Cross Sections				10)	10										20
Field Check EOPC		2		2												4
Internal Plan Review & Revisions		4		8	Å	2										14
Internal Progress Meetings (3)		4		4												8
External Progress Meeting Prep (2)		4		4		2										10
External Progress Meetings (2)		4		4												8
Field Check Submittal				1		1										2
Field Check Meeting		4		4												8
and the department of the contract of the cont	Total Hours =	22	10	69	9	37.5	0)		4		0		0		142.5
	Total Cost =	\$ 3,091.00	\$ 1,405.00	\$ 7,4	117.50	\$ 3,918.75	\$	-	\$	506.00	\$	12	\$	628	\$	16,338.

Total Task 2 = \$ 16,338.25

K-18 Trail Project Part B

Existing US 77 east on/off ramps extending east approximately 2,835' to the K-18/Rucker Road intersection

City of Junction City Estimated Engineering Fee Exhibit 2

TASK 3: DESIGN TO OFFICE CHECK STATUS

TASK 3: DESIGN TO OFFICE CHECK STATUS	_										
		PM	PE II	Design Eng.	Cad Operator	Asst Architect	Proj. Surveyor	Field Super.	Si	urveyor	
National Control of the Control of t	Rate = \$	140.50	\$ 140.50	\$ 107.50	\$ 104.50	\$ 86.50	\$ 126.50	\$ 99.50	\$	72.00	Total
Prepare Geotechnical RFP - Analyze Bids		2		2							4
Title Sheet					0.5						0.5
Project Control					0.5						0.5
General Notes				2	0.5						2.5
Summary of Quantities			8	8	0.5						16.5
Typical Sections				0.5	0.5						1
Plan & Profile Sheets (6)				6	2						8
Intersection Details (if needed)				2	2						4
Pavement and Sidewalk Details				2	2						4
Electrical Plan and Details			24		16						40
Retaining Wall/Other Structural Details			32		16						48
Stormwater Pollution Prev. Plan & Details				2	2						4
Permanent Signing Plan and Pvmt Marking Plan	1			2	2						4
Temporary Traffic Control Plan				1	2						3
Cross Sections				10	10						20
Prepare Special Provisions				4							4
Internal Plan Review & Revisions		4	4	4	4						16
Permits (KDOT, DWR, County, etc.)		4		4							8
Utility Company Submittals		1		1							2
Utility Company Meetings (2)		4									4
ROW Strip Map & Legal Descrip. (2)					2		8				10
Office Check EOPC				1							1
Final Check EOPC		0.5		0.5							1
Internal Progress Meetings (2)		4		4							8
External Progress Meeting Prep (2)		4		4							8
External Progress Meetings (2)		4									4
Office Check Submittal				1							1
Total Ho	ours =	27.5	68	61	62.5		8	0		0	227
Total C	Cost = \$	3,863.75	\$ 9,554.00	\$ 6,557.50	\$ 6,531.25		\$ 1,012.00	\$ -	\$	-	\$ 27,518.50

Total Task 3 = \$ 27,518.50

TASK 4: DESIGN TO FINAL LETTING CONSTRUCTION PLANS AND SPECIFICATIONS

	PM	PE II	Design Eng.	Cad Operator	Asst Architect	Proj. Surveyor	Field Super.	Surveyor	
Hourly Rate = \$	140.50	\$ 140.50	\$ 107.50	\$ 104.50	\$ 86.50	\$ 126.50	\$ 99.50	\$ 72.00	Total
Office Check Plans & Specification Revisions	1	8	16	8			******		33
Final Check Submittal			2	2					4
Final Check Plans & Specifications Revisions	1		16	8					25
PS&E Submittal			2	2					4
PS&E Plans & Specifications Revisions	1		8	4					13
Final Plan & Specifications Submittal			4	2					6
External Progress Meetings (3)	6								6
Total Hours =	9	8	48	26	0	0	0	0	91
Total Cost = \$	1,264.50	\$ 1,124.00	\$ 5,160.00	\$ 2,717.00	\$ -	\$ -	\$ -	\$ -	\$ 10,265.50

Total Task 4 = \$ 10,265.50

TASK 5: CONSTRUCTION ADMINISTRATION

		PM	PEII	Des	sign Eng.	Cad Op	erator	Asst Architect	Pro	oj. Surveyor	Fie	ld Super.	Su	irveyor		
	Hourly Rate = \$	140.50	\$ 140.50	\$	107.50	\$ 1	104.50	\$ 86.50	\$	126.50	\$	99.50	\$	72.00	1	Total
Technical Support to Contractor		24			24											48
	Total Hours =	24	0		24	0				0		0		0		48
	Total Cost = \$	3,372.00	\$ 115	\$	2,580.00	\$	170		\$		\$	-	\$	-	\$	5,952.

Total Task 5 = \$ 5,952.00

Reimbursable Expenses (Estimated)

Mileage

0	\$0.565	/mile =	\$0.00
Total	Reimbursabl	e Expenses =	\$0.00

Total Fee = \$ 97,291.75

EXHIBIT 2

2015 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	STANDARD PER HOUR 2015
PRINCIPAL	\$189.00
PROJECT ENGINEER IV	\$166.50
PROJECT ENGINEER III	\$151.00
PROJECT ENGINEER II	\$140.50
PROJECT ENGINEER I	\$118.50
SENIOR DESIGN ENGINEER	\$140.50
DESIGN ENGINEER	\$107.50
ASSISTANT DESIGN ENGINEER	\$86.50
ARCHITECT	\$180.50
PROJECT ARCHITECT	\$140.50
DESIGN ARCHITECT	\$107.50
ASSISTANT ARCHITECT	\$86.50
TECHNICIAN II	\$91.50
TECHNICIAN I	\$84.50
SENIOR CONSTRUCTION OBSERVER	\$102.50
CERTIFIED CONSTRUCTION OBSERVER	\$81.50
CONSTRUCTION OBSERVER	\$74.00
SENIOR PROJECT SURVEYOR	\$172.00
PROJECT SURVEYOR	\$126.50
FIELD SUPERVISOR	\$99.50
SURVEYOR	\$72.00
GPS SURVEYOR	\$105.50
CAD SYSTEM AND OPERATOR	\$104.50
CLERICAL	\$54.00

Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.

²⁾ For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.

^{3)} Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

EXHIBIT 3

SPECIAL PROVISIONS

There are no Special Provisions for this AGREEMENT.

END OF EXHIBIT 3

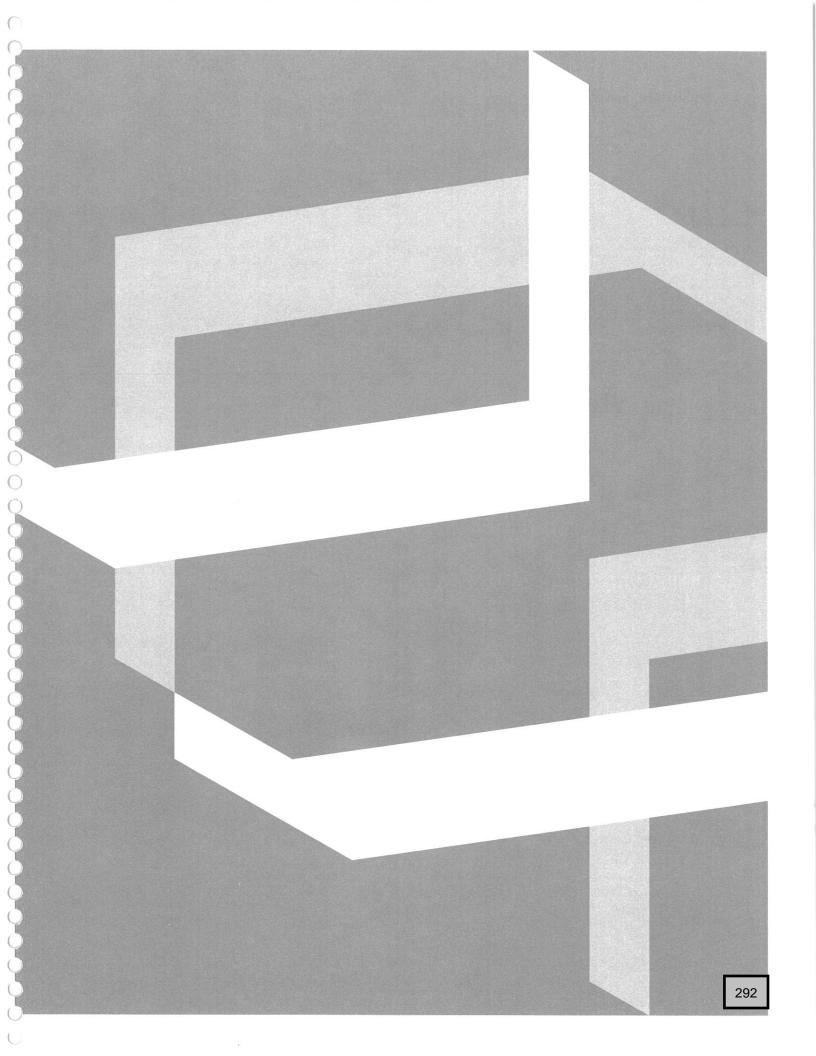
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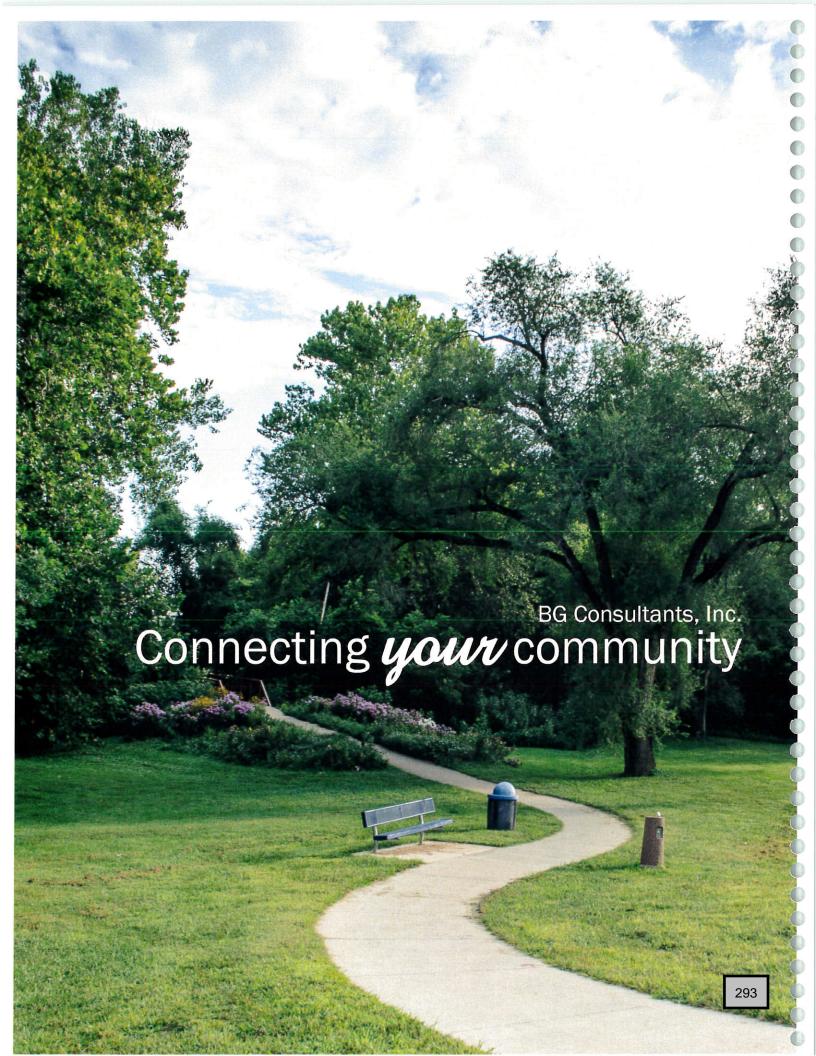
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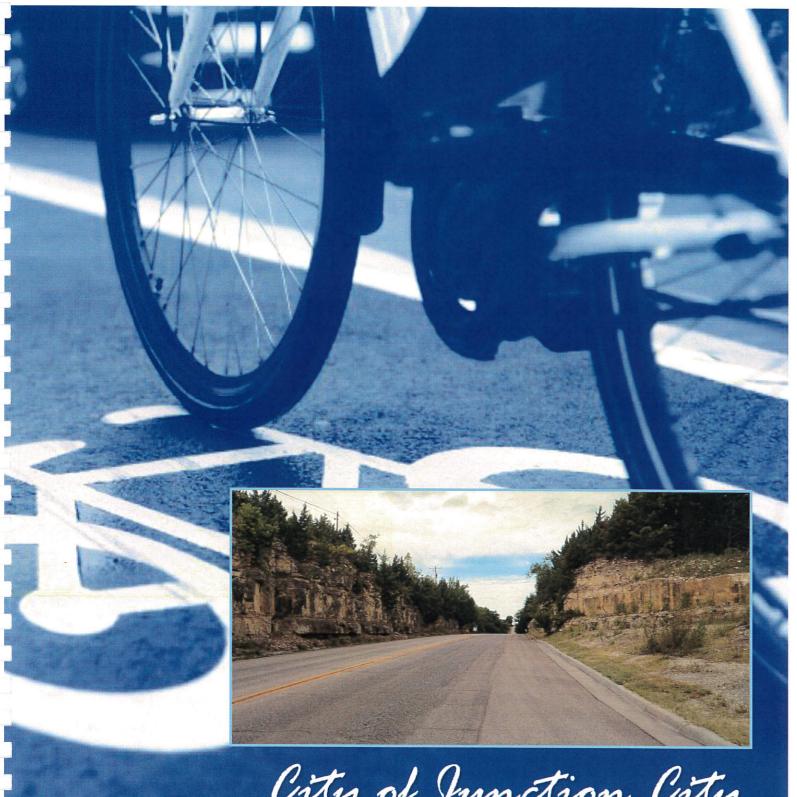
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City of Junction City KANSAS



K-18 TRAIL PROJECT, PART B

September 4, 20 294





2930 SW Woodside Dr. Topeka, KS 66614 (785) 272-4706 Office (785) 272-4736 Fax

September 4, 2015

cfse.com

Other Offices:
Lawrence, Kansas
Wichita, Kansas
Kansas City, Kansas
Kansas City, Missouri
Branson, Missouri
Springfield, Missouri
Jefferson City, Missouri

City of Junction City 700 N. Jefferson Street Junction City, KS 66441

Attn.

Tyler Ficken, City Clerk

Re:

K-18 Trail, Part B

Dear Mr. Ficken and Selection Committee:

We appreciate receiving your request for an engineering proposal for design services for the K-18 Trail project and we are excited to provided the services necessary to deliver a quality project to the City of Junction City.

CFS Engineers began its civil engineering journey in 1961 as a small firm in Topeka, Kansas. At the time, the firm specialized in bridge design, roadway design and surveying. Since then, our company has grown to over 85 professionals spanning 8 locations. Our focus has expanded from our core disciplines of bridge, road and survey, to include geotechnical services, recreational planning and design as well as construction inspection, public utility work, site planning and development. CFS Engineers was built on providing a practical approach to challenging projects, and we have become a leader in recreational planning and design as well as the civil engineering community.

In 2013, CFS was selected as part of a team to provide design services for the 117 mile segment of the Flint Hills Nature Trail that connects Osawatomie to Herington, Kansas. We continue to work closely with the Kansas Department of Wildlife, Parks and Tourism as well as other stakeholders as the project progresses. Our firm regularly attends public meetings and presents project updates at annual meetings.

We believe our understanding of trail planning and design, coupled with our ongoing work with the Kansas Department of Wildlife, Parks and Tourism is a benefit to the City of Junction City. Our extensive trail experience around the area as well as experience with permitting and the agencies involved in this project is an additional benefit. The following information contained in our proposal will illustrate our detailed approach to this project, as

well as our team's qualifications, experience and references.

We look forward to working with the City of Junction City on the K-18 Trail Project.

Vice President Sincerely,

Cook Flatt/ & Strobel Engineers, PA

Charles C. LePage, P.E. Vice President

Daniel W. Holloway, P.E.

Kenneth M. Blair, P.E.

Robert S. Chambers, P.E.

President-Treasurer

Sabin A. Yañez, P.E.

Senior Vice President-

Kevin K. Holland, P.E. Vice President

Chairman

Secretary

Vice President

Lance W. Scott, P.E. Vice President

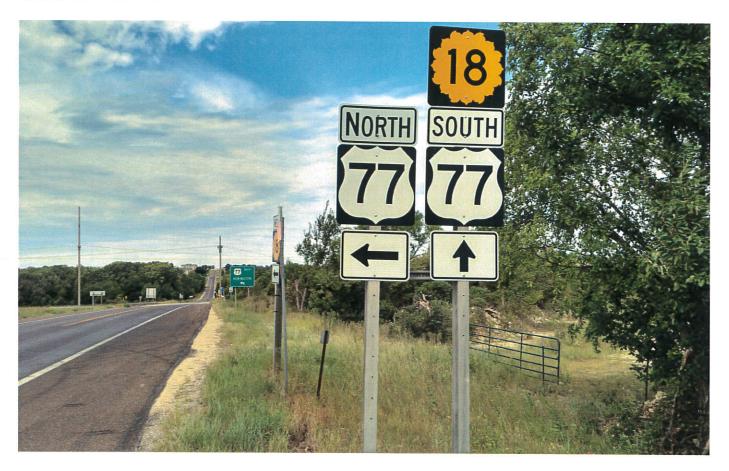
Daniel W. Holloway, PE

Vice President

Enclosures

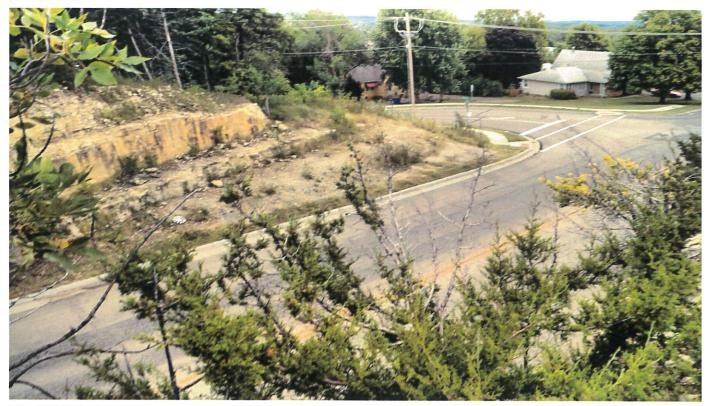


TABLE OF CONTENTS



١.	Project Approach and Understanding	
	Project Understanding	I
	Challenges & Opportunities	I
	Similar Community Projects	Ī
	Project Approach	2
	Design Activities	2
	Bid Phase and Construction	3
II.	Project Team Qualifications	
	Firm Qualifications	5
	Team Organization	6
	Team Resumes	7
III.	Similar Project Resumes	
	Similar Projects	П
IV.	Client References	14
.,	Cart Barrier	
٧.	Cost Proposal	15





PROJECT UNDERSTANDING

This proposal is in response to the Request for Proposal for the City of Junction City K-18 Trail. It is our understanding that the project consist of detailed plans and specifications for Part B of the K-18 Trail Project with construction anticipated in 2016. The general limits of the project is from Rucker Road to the US 77 and K-18 Interchange, length of approximately 2,835'

It is the goal of CFS Engineers to complete this project in a timely manner that will reflect favorable on the City of Junction City.

Challenges & Opportunities

There are a number of opportunities for improvement along this segment.

Our practical experience in conception, design and development of urban bicycle facilities in our region has also led to a special expertise and interest in cost-effective design techniques. We work hard to get the most benefit for dollars spent. In our work, we look critically and strategically at solutions that meet this primary goal, and ensure the funds available are sufficient to develop the full network, not just a part of it.

CFS Engineers plans to create a path to maintain open lines of communication with all parties involved throughout the duration of this project. All concerns will be addressed during design and plan development. This begins to pave the way for a successful project, meeting the schedule and a design that will be targeted for construction in the summer of 2016.

Similar Community Projects

As reflected in this proposal, CFS has a wealth of experience with these types of projects. We regularly work with multiple stakeholders on a project. CFS is currently or has been involved in the coordination and design of many of these types of projects. Our firm is currently in coordination with the Kansas Department of Wildlife, Parks and Tourism in the design of the Flint Hills Nature Trail. A few similar successful trail/shared useg path improvement projects designed and constructed by CFS include Eudora Elementary School Walking Trail in Eudora, Kansas; Woodland Creek Walking Trail in Olathe, Kansas; Erfurt Park in Shawnee, Kansas; and the Edwardsville Trail in Edwardsville, Kansas.



CFS works regularly with KDOT in varying capacities and we thoroughly understand the KDOT process that is required when federal funds are involved, and the need to meet all FHWA, AASHTO and MUTCD guidelines. This

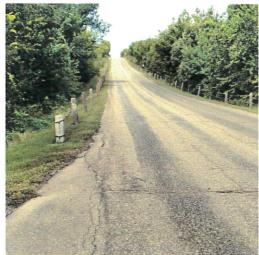
collaboration will help confirm standards for design and review of urban cycling systems in the State. This pathmaking project will surely benefit from CFS' over 40 years of experiences of partnership with KDOT.

Additionally, we have a long standing relationship with DWR, COE and other permitting sources. We know permits take time and require finesse. We are prepared to begin the permitting process early so there are no delays in the project due to permit hold ups.

Environmental considerations are of utmost concern when designing any project. CFS will work with local agencies to minimize the impacts to the environment and we commit to using a sustainable design where possible.



CFS has provided engineering analysis, design and construction services for many city projects that involve trail/shared use path construction design in recent years. The following is a list of design activities for this project.



Design Activities

Coordination Workshop. This step of the work begins with a coordination meeting to allow CFS to gather information and receive any additional input and direction from the City. This coordination meeting would not only include collecting data about the existing conditions along the K-18 Trail Corridor, but also to further understand the City's vision for the project. Direct lines of communication will also be established between the City and the CFS team so information can be exchanged at any point during the project. The intent of the meeting is to make the City an active member of the design team and keep them fully involved and informed at all stages of the project.

At this Coordination Workshop, we will also review the project schedule and specific dates set for project meetings, presentations, and submittals to fit into KDOT's schedule for review and letting of the project. A summary report of the coordination meeting and direction of the project will be provided to

all participants.

Design Survey. After the on-site review of the project, CFS will complete a field survey along the proposed route of the K-18 Trail to collect topographic information. The survey will use existing benchmarks and datum to incorporate and reference project information into existing plans and maps. Also, utilities will be located in the field as marked by utility owners through "One Call" services and City staff. The field information will be processed and provide a basis for development of the street replacement plans and details.

Geotechnical Investigation (if needed). This will determine soil types, groundwater, rock elevations, and establish grading parameters. This information also helps eliminate potential construction change orders due to unknown soil conditions.



Utility Coordination. CFS will contact utility owners to inform them of the extent of the project. CFS will also send out utility plans and utility conflict lists to track potential utility conflicts and determine resolutions. The intent is to identify utility conflicts and have relocations completed prior to construction.

Permits. CFS is planning to submit a Notice of Intent permit to the Kansas Department of Health and Environment (KDHE) for approval. However, timeline for approval is based on response of the KDHE.





Right-of-Way or Easement Acquisition. From the current scope of the project, CFS does not anticipate significant, if any, right-of-way acquisition.

Final Plan Development. Plans will be finalized, including plan submittal, review and comment by the City. CFS will refine the trail plan and profile sheets, stormwater drainage, structural details, grading, project details and permanent and temporary erosion control. All plans, bid documents and technical specifications will be developed in accordance with Americans with Disabilities Act (ADA) and the City of Junction City design criteria. CFS will also coordinate and obtain any needed permits with the Army Corps of Engineers, DWR and KDWPT.

Stormwater Pollution Prevention Plan. A SWPPP and NOI permit will be required to perform land disturbance and construction activities. CFS will prepare a stormwater pollution prevention plan per City, and State of Kansas design standards. This plan shall be kept and maintained at the construction site at all times as required by the land disturbance permit.

Bid Phase and Construction

Advertise Bids. CFS will assist to advertise for bid and attend the City Commission meeting.

Answer Contractor Questions. CFS will further provide the City of Junction City and the contractor clarification and answer any questions that arise during bidding and construction.



Issue Addenda. CFS will issue any addenda if needed.

Pre-Bid Conference. CFS will coordinate and attend a pre-bid meeting.

Engineer's Estimate. CFS will develop a cost estimate based on the plan sheets for this project. This estimate will be updated as the design develops, and finalized for the bid.

Review Bid and Recommend Award. CFS will provide any and all support to review the bids, assemble the bid tabulations, recommendation and selection of a contractor and attend the City Commission meeting. We can assist/support staff in contract preparation, coordinate a pre-construction meeting, provide construction services and assist Staff in answering questions that come up during construction. Shop drawings can be reviewed by CFS, and our team can provide construction staking and review all pay applications and change orders if needed.

Construction Services. CFS can also provide construction inspection if needed. Our certified inspection team has provided a high quality construction observation, construction management services for over fifty years. CFS will have an engineer visit the construction site as required. Progress meetings will be held during construction, involving the City, contractor and engineer. These meetings keep everyone informed, provide a forum for contractor questions, and provide timely responses to stay ahead of the construction schedule. Occurrences of these meetings (weekly, biweekly) can be determined based on the construction schedule and project milestones.

Project Acceptance. Upon completion of construction, CFS Engineers can also assist in the development of the final walk thru punch list and anything required for project acceptance. As-built drawings can be developed and delivered to the City of Junction City.

In summary, open communication, managing outside influences, and following schedule and analysis in design are a few components that can be incorporated in the project to reduce risks and reduce delays in the project schedule. We know that we can use the lessons learned from our other project experience to make further improvements and adjustments during the design process. Together, we will transform a great plan on paper into a great project on the ground, realizing the vision of our previous work together and helping to realize the benefits of balanced, multi-modal transportation for all users.





FIRM QUALIFICATIONS





CFS is a leading provider of professional engineering, planning and surveying services. We consider it a privilege to have partnered with communities for the past half-century, and we are just as committed today to our core value of services, as when we began in 1961.

To Cook, Flatt & Strobel, engineering is more than just an eye-pleasing design. To us, engineering also means relationships, community and trust. It means forging lasting, reliable partnerships with common goals and delivering quality with passion while remaining flexible and dependable. We strive to have excellent interactions with our clients, bringing them both our expertise and experience to create better neighborhoods, safer streets, and sound structures.



Within each project, we strive to improve quality of life, protect natural resources and better the environment in which we all live. CFS integrates a broad range of services within one organization and offers comprehensive approaches to our clients.

Based in the heartland, CFS has offices in Lawrence, Topeka, Kansas City and Wichita, Kansas as well as Kansas City, Branson, Springfield and Jefferson City, Missouri. We're more than an engineering firm; we're an extension of your values and hard work.



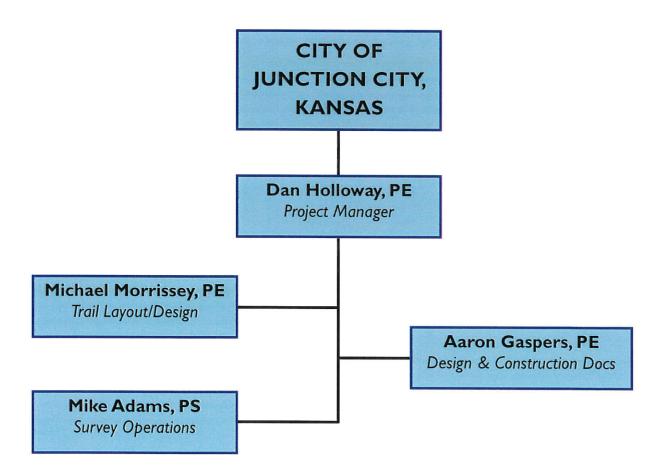
- Transportation
- Bridges
- Survey
- Planning
- Public Utilities
- Geotechnical
- Construction Inspection





TEAM ORGANIZATION

Our team believes the best way to implement a plan successfully is to maintain constant communication from project kickoff through construction. Our strategy will be to work alongside the City throughout the design process. By working as a larger group instead of individual entities, we can ensure the process will be preserved and allow for team collaboration to resolve challenges quickly. The following illustrates our team organization.





DAN HOLLOWAY, PE PROJECT MANAGER

Mr. Holloway joined CFS Engineers in 1994. His background includes the planning and management of parks, street, utility, stormwater and land development projects in municipalities throughout Kansas. He has managed these projects from planning concept design through construction. The following is a sampling of his recent experience:

Flint Hills Nature Trail, Herington to Osawatomie, KS KDWPT

The Flint Hills Nature Trail is a rails-to-trails project that extends 117 miles from Osawatomie to Herington. Development of the Trail will encourage outdoor recreation and provide safer routes for pedestrians, bicyclists, and equestrians. The trail will connect six counties and numerous communities along the way.

Kansas Scenic Byways Statewide

CFS was part of a team that provided Master Planning for bicycle and pedestrian facilities along the 11 scenic byways in Kansas. This includes over 500 miles of state highway routes across Kansas. CFS is thrilled about the opportunity to provide active transportation along some of the most scenic views of the Kansas landscape that include a connection to the State's history.



Education BS, Civil Engineering, University of Kansas BS, Physics/Mathematics Minor, Washburn University

Registrations PE: Kansas

Bike Hays Improvements Hays, KS

The Bike Hays system adapts the City's street network to serve most of its parks, schools, commercial centers and other community destinations at relatively low cost. The system will include one of the state's first buffered bike lanes, as well as shared routes, bike lanes, and lane reductions on streets with excess capacity. CFS is leading the effort to design Phase I of the Bike Hays Improvements. The City of Hays is utilizing funds under the federal transportation commonly known as SAFETEA-LU. These federal transportation funds are administered by the Kansas Department of Transportation (KDOT).

Crystal Prairie Lake Park Wichita, KS

This project included the development of a master plan for a 454 acre City park. The park will include a Pavilion/Event Center, several miles of pedestrian, bike and nature trails as well as approximately 2 miles of streets, 7 bridges and 7 RCBs. The park was developed as a model for sustainability. It will include a combination of active and passive facilities, some of which will be fee based. This will not only generate revenue, but will also ensure the park's economic sustainability.

Other Trail and Bikeway Experience:

- Lake Shawnee Trail Master Plan and Design-Shawnee County, KS
- Deer Creek Multipurpose Trail-Topeka, KS
- Topeka Bikeway Master Plan, Phase II-Topeka, KS
- Wichita Bicycle and Pedestrian Facilities-Wichita, KS
- Bikeway Master Plan-Leawood, KS
- Shunga Trail-Topeka, KS
- Baldwin Creek Trail-Lawrence, KS



MICHAEL MORRISSEY, PE TRAIL LAYOUT AND DESIGN

Mr. Morrissey has provided design services for a number of large and small projects and has served as a principal designer for a number of roadway projects. Aside from his normal design duties associated with these projects, he has also been responsible for the preparation of all project correspondence, arranging meetings with client and non-client entities, the direction and supervision of project assigned detailers and survey personnel, and keeping his projects on schedule and within the established project budgets.

Flint Hills Nature Trail, Herington to Osawatomie, KS KDWPT

The Flint Hills Nature Trail is a rails-to-trails project that extends 117 miles from Osawatomie to Herington. Development of the Trail will encourage outdoor recreation and provide safer routes for pedestrians, bicyclists, and equestrians. The trail will connect six counties and numerous communities along the way.



Education B.S., Civil Engineering, University of Kansas

Registrations P.E., Kansas

Bike Hays Improvements Hays, KS

CFS is leading the effort to design Phase I of the Bike Hays Improvements. The City of Hays is utilizing funds under the federal transportation bill commonly known as SAFETEA-LU. These federal transportation funds are to be administered by the Kansas Department of Transportation (KDOT). This requires the project be designed to Federal Highway Administration (FHWA) and KDOT standards and specifications. The project's oversight and review will be performed by KDOT and included in KDOT letting for construction. The design will include signing, sharrows, bike lanes, and a counterflow buffered cycle track as part of the design.

Historic North Topeka Improvements Topeka, KS

CFS recently began work in multiple locations throughout Historic North Topeka. Improvements included alleys, curb and gutter, sidewalks, ADA accessibility, street repairs and enhancements to the Chase Track.

Infill Sidewalk Project, SW Kingsrow Rd. at Castle Lane and SW 37th St. at Wanamaker Rd. Topeka, KS

CFS provided Infill Sidewalk improvements for the City of Topeka along SW Kingsrow Rd. at Castle Lane and along SW 37th St. west of Wanamaker Road. Design grades were very sensitive to existing conditions at these locations. 6" integral curbs were included in both designs to minimize the impact on existing trees and landscaping.



AARON GASPERS, PE DESIGN AND CONSTRUCTION DOCUMENTS

Mr. Gaspers joined CFS in 2012 and has 15 years of experience. He has been responsible for the design of a variety of projects for private and municipal agencies. His responsibilities have included stormwater runoff and associated enclosed systems, water distribution systems, permitting, project management and construction management.

Eudora Elementary School Walking Trail Eudora, KS

The City of Eudora retained CFS Engineers to design 2,300 feet of a 10' wide recreational path that included a 7'x4' reinforced concrete box low water crossing within the Eudora Elementary School property and Prairie View Estates Subdivision. This design made a connection of pedestrian access possible between the Eudora Elementary School at 11th & Peach Streets, across the Eudora East Tributary, to the existing homes on the other side around 12th Street & Bluestem Drive.



EducationB.S. Civil Engineering
University of Kansas

Registration

PE: Kansas

Woodland Creek Walking Trail Olathe, KS

The City of Olathe Parks and Recreational Department retained professionals from our staff to design 500 feet of an 8' wide recreational path that included a 60 foot long, 12 foot wide pre-manufactured pedestrian bridge within the Woodland Creek Subdivision. This design made the connection of existing sidewalks that started next to the community pool and provided access across a stream that is tributary to Coffee Creek, to the subdivision homes on the other side.

Flint Hills Nature Trail, Herington to Osawatomie, KS KDWPT

The Flint Hills Nature Trail is a rails-to-trails project that extends 117 miles from Osawatomie to Herington. Development of the Trail will encourage outdoor recreation and provide safer routes for pedestrians, bicyclists, and equestrians. The trail will connect six counties and numerous communities along the way.

Congressional & Overland Drive Lawrence, KS

Congressional Drive is a half-mile City of Lawrence collector road that was designed in conjunction with proposed commercial development at 6th and Wakarusa. This project included 4' bike lanes on both sides of the street. Overland Drive is a ¾ mile City of Lawrence collector road that was also designed in conjunction with proposed commercial development at 6th and Wakarusa. The project included the design of a roundabout with street lighting at the intersection with Congressional Drive. The design included the development of the horizontal and vertical alignment as well as the storm sewer collection system and a 10' Recreational Path the full length of the road.

Inverness & Crossgate Drive Lawrence, KS

Inverness Drive is a half-mile City of Lawrence collector road that was designed in conjunction with the proposed residential development at Inverness Park. This project saved and utilized the existing 2 lane local road, and expanded it into a 4-lane collector street with the addition of a median. The design included the development of the horizontal and vertical alignment as well as the storm sewer, waterline, a 10' Recreational Path and two (2) roundabouts, one located directly across from a local school. Crossgate Drive is a half-mile City of Lawrence collector road that was also designed in conjunction with the proposed residential development at Inverness Park. The project included the design of a roundabout with street lighting at the intersection with 24th Place. The design included the development of the horizontal and vertical alignment as well as the storm sewer collection system, waterline improvements and a 10' Recreational Path.

307



MIKE ADAMS, PS DIRECTOR OF SURVEY OPERATIONS

Mr. Adams joined CFS Engineers in October of 1983, and is currently the Director of Surveying Operations for both the Topeka and Kansas City offices. His duties include scheduling of topographic surveys, boundary surveys, design surveys and managing construction staking projects. He also oversees the downloading and processing of survey data, review and quality control of the survey drawings and construction plans for completeness of survey information. Additionally he oversees and writes right-of-way and easement descriptions used in right-of-way acquisition on design projects.

Flint Hills Nature Trail, Herington to Osawatomie, KS KDWPT

The Flint Hills Nature Trail is a rails-to-trails project that extends 117 miles from Osawatomie to Herington. Development of the Trail will encourage outdoor recreation and provide safer routes for pedestrians, bicyclists, and equestrians. The trail will connect six counties and numerous communities along the way.

A significant element of the project is learning and understanding public opinions about development of the trail using a series of community workshops. CFS employed the workshop format to allow visitors to learn about trail planning and design and to talk one-on-one with design team members.



Education

Kaw Area Technical
School, May 1975

Registrations Licensed Land Surveyor, KS #1126, Missouri #2492

Lake Shawnee Trail Shawnee County, KS

This trail involved a master plan and engineering design. The master plan focused on the development of a multipurpose trail that connected activity areas in the park. The trail also tied adjacent neighborhoods and a planned regional trail. Using an interactive approach with park user groups and citizens, several plan alternatives were explored and a preferred plan was developed. This plan addressed both regional and neighborhood aspects of the facility and strategic phasing and funding of the project.

Edwardsville Trail Edwardsville, KS

This trail project included the construction of 6,300' linear feet of a 10' wide multi-use path along the Kansas River from the City's existing community center to the Edwardsville City Park. CFS provided surveying, easement/right-of-way coordination and acquisition, and other services to meet the current design standards of the Kansas Department of Transportation and the AASHTO Guide for the Development of Bicycle Facilities.

MKT Trail Bridge No. 6, No. 12 and No. 13 Columbia, MO

Bridge No. 6 project consisted of replacing an existing bridge with a new structure. The new structure was a 70'-0" prefabricated truss with an I1'-0" roadway. The structure was designed to carry HS20-44 loading. The decking material consisted of 4"x12" Douglas Fir. The truss superstructure was constructed in a one-piece truss fabricated with self weathering steel tubing. Bridges No. 12 and 13 were replaced on the MKT Nature Fitness Trail with prefabricated steel bridges. Design work included survey work that was required to obtain cross-sectioning data for bridge and grading improvements. Engineering work included hydraulic analysis and report, permit submittal, substructure design and detailing, and trail grading and detailing.



SIMILAR PROJECTS

Flint Hills Nature Trail Osawatomie to Herington, KS

The Kansas Department of Wildlife, Parks and Tourism (KDWPT) and Kanza Rails to Trails Conservancy (KRTC) selected CFS to lead the planning, development and design of the Flint Hills Nature Trail. The trail extends 117 miles from Osawatomie to Herington. Development of the trail will encourage outdoor recreation and provide safer routes for pedestrians, bicyclists, and equestrians. The trail will connect six counties and numerous communities along the way. Signature bridges and trailheads representing the different regions are planned along the route.

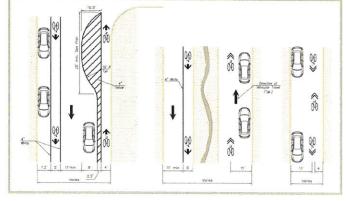


A significant element of the project is learning and understanding the public opinions about development of the trail using a series of community workshops. The workshop format was employed to allow visitors to learn about trail planning and design and to talk one-on-one with design team members.

Bike Hays Improvements Hays, KS

The Bike Hays system adapts the City's street network to serve most of its parks, schools, commercial centers and other community destinations at relatively low cost. The system will include one of the state's first buffered bike lanes, as well as shared routes, bike lanes, and lane reductions on streets with excess capacity.

CFS is leading the effort to design Phase I of the Bike Hays Improvements. The City of Hays is utilizing funds under the federal transportation commonly known as SAFETEA-LU. These federal transportation funds are administered by the Kansas Department of Transportation (KDOT).



This requires the project to be designed to Federal Highway Administration (FHWA) and KDOT standards and specifications. The project's oversight and review will be performed by KDOT and included in a KDOT letting for construction. The design will include signing, sharrows, bike lanes and a counterflow buffered cycle track as part of the design.



SIMILAR PROJECTS

Edwardsville Trail Edwardsville, KS

The Edwardsville Trail project included the construction of 6,300 linear feet of a 10' multi-use path along the Kansas River from the City's existing community center to the Edwardsville City Park. The project also included specific design elements such as installation of a 100' long prefabricated pedestrian bridge across Betts Creek, and a 200' long pedestrian bridge crossing an existing bridge/culvert from Woodend Road.

CFS was responsible for the design of the trail to meet the current design standards of the Kansas Department of Transportation (KDOT) and the AASHTO Guide for the



Development of Bicycle Facilities. CFS was also specifically responsible for the following services in conjunction with this project:

- Surveying
- Easement/Right-of-Way coordination and acquisition
- Utility relocation design and coordination
- Geotechnical Analysis and Design
- Structural Bridge Abutment Design in accordance with the current KDOT and AASHTO Bridge Design Standards
- Bid Services
- Construction and Inspection Services

The Edwardsville Drive project was funded through the Mid-America Regional Council (MARC) Congestion Mitigation Air Quality (CMAQ) funds administered through the Kansas Department of Transportation with MARC providing an 80/20 percent split with the City.

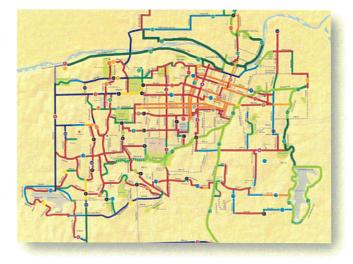
Topeka Bikeway Master Plan and Phase II Design Topeka, Kansas

CFS, along with RDG Planning & Design, developed a Bikeway Master Plan for the City of Topeka. The intent of the Master Plan is to provide destination based bicycle route mapping and street improvements to encourage residents to use bicycles as part of a Citywide Complete Streets initiative.

The Master Plan development process included several charrettes at City community centers to provide a format for community input and awareness. Our team traveled over 500 miles of city streets and conducted unique charrettes and public workshops to work closely with individual neighborhoods.

The master plan document includes an analysis of current conditions for bicycling in the City. Based on the analysis,

we developed a destination-based bicycle transportation network made of 25 interconnecting routes. The plan provides for planned implementation over 20 years.





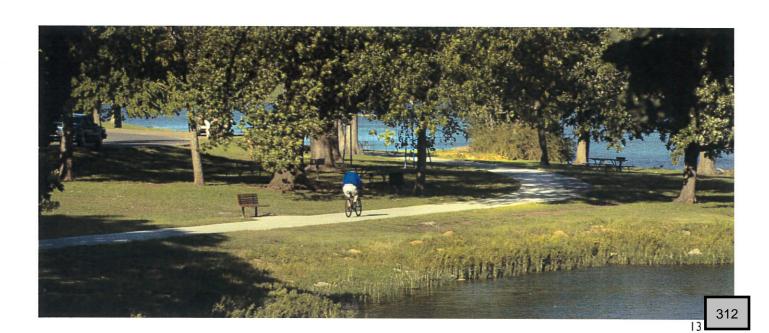
SIMILAR PROJECTS

Other Projects:

- Baldwin Creek Trail-Lawrence, KS
- Eudora Elementary School Walking Trail-Eudora, KS
- Lake Shawnee Trail Master Plan and Design-Shawnee County, KS
- Warsaw Trail Master Plan and Design-Warsaw, MO
- Wichita Bicycle and Pedestrian Facility Design-Wichita, KS
- BikeKC Downtown Loop-Kansas City, MO
- Leawood Bike Plan-Leawood, KS
- Crystal Prairie Lake Park-Wichita, KS
- · Shunga Trail-Topeka, KS
- Deer Creek Trail-Topeka, KS
- · Osceola Trail-Osceola, MO
- Eudora Recreational Trail-Eudora, KS
- Baldwin Recreational Path-Baldwin City, KS
- Scenic Byways-Statewide









CLIENT REFERENCES



Chad Grisier Kansas Department of Wildlife, Parks and Tourism

1020 S. Kansas Avenue, Ste. 200 Topeka, KS 66612-1327 (785) 296-3859

John Braun—Assistant Public Works Director City of Hays

1002 Vine Street Hays, KS 67601 (785) 628-7350

Michael Webb—City Manager City of Edwardsville

690 S. 4th Street Edwardsville, KS 66113 (913) 441-3707 x. 12



PROPOSED FEE ESTIMATE

K-18 Trail Junction City

	9/4/2015												
		Project	Senior	Engineer	Senior	Technician	Registered	Surveyor	Senior Const.	Const.	Admin.	Total	Total
Tasks		\$80.00	\$65.00	\$42.00	\$36.00	\$26.00	\$32.00	\$25.00	\$30.00	\$22.00	\$24.00	sinoL	ee Lee
Part I.	Part I. K-18 Trail												
-	Coordination/Kickoff meeting	4	4	9							4	18 1	\$928.00
2	Survey	4		12	15	38	45	186				300 1	\$8,442.00
က	Design	52	73	96	138	67						426	
3.1	Construction Documents	16	43	45	72	32					12	220 1	\$9,677.00
3.2												0	
3.3												0	\$0.00
3.4												0	\$0.00
4												0	\$0.00
4.1												0	\$0.00
	SUBTOTAL	92	120	159	225	137	45	186	0	0	16	538	\$19,047.00
				No.									
TOTALS	S	92	120	159	225	137	45	186	0	0	16	538	19,047

\$38,000.00 \$57,047.00 \$8,500.00 \$65,547.00 \$13,411.26 Overhead Subtotal S Fixed Fee Subtotal S Total Direct Expenses

Total Reimbursable Amount \$78,958.26

15



Professional Services

City of Junction City K-18 Trail Project Stone Ridge Drive to Rucker Road 3 p.m. Friday, September 4, 2015







Office: 785.762.5040
Fax: 785.762.7744
Web: www.kveng.com
Address: 2319 N. Jackson
P.O. Box 1304
Junction City, KS 66441

September 2, 2015

A15P7440

Mr. Kristofer Finger, Assistant City Engineer City of Junction City 700 N. Jefferson Street Junction City, Kansas 66441

RE: K-18 Trail Project (KDOT Proj. No. 31 TE-0415-01)

Dear Kris,

Kaw Valley Engineering is pleased to submit the following proposal for providing survey and design services on the above referenced project. Having been involved with the adjoining US-77 Corridor projects since their inception with KDOT, we are very familiar with the emergence of this proposed trail as a viable project and the challenges presented by the this site. With many of our local staff being lifetime residents who are actively involved in the community, Kaw Valley Engineering is very excited by the prospect of being able to work with the City on an improvement that can be shared for years with friends, family and neighbors. These are precisely the types of projects that helped mold our motto...Designing the Ground where we Live, Work and Play.

We are fortunate to have considerable experience along the entire length of the ultimate extents of this multi-use path by having performed survey and design work on such projects as the upcoming K-18 & Spring Valley Road Intersection Improvements, Stone Ridge Manor Addition, and the new USD 475 Middle School. In addition to our history in the project area, we also offer the advantage of having direct access to electronic drawing files and plan sheets for the adjacent K-18 / US-77 Interchange Reconstruction by being on KDOT's design team. Other advantages to selecting Kaw Valley Engineering for survey and design services on this project include:

- Utilizing the same Project Team that is working alongside KDOT on the US-77 Corridor.
- We developed the initial plan & estimate for this potential project during the US-77 Discovery Phase.
- No Property Surveying required due to prior surveys for the US-77 Corridor and Helland Park Plat.
- Westerly 600' of project area already had Topo Survey performed as part of the US-77 Corridor.
- Our Project Manager has worked closely with KDOT's Tod Salfrank & Dawn Hueske for the past eight years.
- All team members have established working relations with City staff on recent projects.
- A return on the City's investment by having a local office that provides a local economic impact.

We thank you for this opportunity to present our Project Team's credentials and for your consideration of our services on this project. If you should happen to have any questions regarding these submittal items, please feel free to contact me at 785.762.5040 or by email at mccullough@kveng.com.

Respectfully Submitted,

Chad D. McCullough, PE

D. Welely

Project Manager

TABLE OF CONTENTS

K-18 Trail - Stone Ridge Drive to Rucker Road

Project Approach	
Project Approach	
Project Understanding	
Schedule And Availability	Page 4
Project Team Qualifications	
Project Team	Page 5
Chad McCullough, PE – Project Manager	Page 6
Leon Osbourn, PE, PS – Senior Design Engineer	Page 7
Jennifer Lindsley – Director of Drafting Services	Page 8
Jason Loader, PS – Director of Surveying Services	Page 9
Ronald Johnson, PS – Quality Control	Page 10
Kerry Patterson – Public Involvement Specialist	Page 11
Similar Project Resumes	
Herington High School Athletic Fields	Page 10
USD 475 Middle School	
Celebration Park	
East Chestnut Street	Page 13
143rd Street	Page 13
Trooper / Apennines / Normandy Roundabouts	
Spring Valley Road Corridor Improvements	Page 14
The Bluffs	
Lakeview Park Trail	
Republican River Trail	
Green Estates Trail	
Riverwalk Landing	
Client References	
References	Page 16
Cost Dranged	
Cost Proposal	120 × 202
Cost Proposal	Page 17



Project Approach

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K-18 Trail - Stone Ridge Drive to Rucker Road

The following is an itemized breakdown of the chronological approach that Kaw Valley Engineering anticipates:

- **1. Design Survey & Base Maps** Place utility locate requests prior to performing the topographic surveys necessary to supplement prior survey work by KVE on the US-77 Corridor, as well as drafting of the additional surveys in AutoCAD.
- 2. Design Kickoff Meeting, Concept Plans & Preliminary Estimate Meet with City staff to develop a preliminary typical section and lighting layout to be applied to plan/profile sheets and cross sections to form the initial concept plans from which the preliminary cost estimate will be developed.
- 3. City Staff Inclusion in the Design & Plan Production Process Kaw Valley Engineering proposes to invite City staff to work alongside our Project Team through key elements of design tasks, as well as shadowing our drafting technicians during plan production in AutoCAD. These would be value-added services to be provided only as desired by the City with the intent of enhancing in-house capabilities.
- **4. Multi-Use Path Design per ADA & Design Criteria Requirements** Conduct detailed design of the material type, thickness and any appurtenances of the trail, along with performing checks against ADA requirements, KDOT design manuals, and AASHTO regulations for pedestrian and bicycle facilities for conformity with the specific design criteria as per all applicable laws and the City's signed agreement with KDOT.
- **5. Storm Drainage Analysis & Design** Determine the location of natural drainage ways and analyze the optimal places to collect any accumulating stormwater such that those proposed improvements can be sized and designed to avoid issues that may hinder the use of the trail or cause accelerated deterioration of the constructed improvements.
- **6. Field Check Plans, Estimate & Field Check Meeting with KDOT** Complete preliminary cost estimating and plan production to consist of title sheet, typical sections, plan/ profile sheets, guard fence layout and cross sections for use at the Field Check Meeting with City and KDOT staff.
- 7. Construction Sequencing & Traffic Control Plan Upon completion of all plan revisions noted at the Field Check Meeting, specific plan sheets shall be developed to clearly indicate the work areas and traffic control required for the phases of construction determined to pose the least impact to the traveling public, adjacent businesses and affected residents.



Looking east along the typical section of West 8th Street from the itntersection with Stone Ridge Drive.

- 8. Utility Coordination & Lighting Power Supply Details
- Notify each affected utility owner and coordinate any necessary relocation or adjustment activities, as well as determination of power feed locations and details required to be installed by the contractor in order to receive electric service and metering for powering the trail lighting system.
- **9. Lighting Layout, Detailing & Specifications** Produce plan drawings to indicate the proposed location of the trail lights and meter enclosure, as well as providing details and specifications for the specific poles, bases, bulbs, globes, wiring, conduit and splice boxes desired by the City.
- 10. Office Check Plans & Estimate Compiling all required plan sheets, standard details, general notes, cross-sections, traffic control plans, construction sequencing sheets, lighting details and summary of quantities for submittal to the City and KDOT for review, along with an itemized construction cost estimate based on available KDOT bid tabs.
- 11. Conceptual Renderings, Presentation Boards & Public Information Meeting Develop color conceptual renderings and presentation boards depicting the proposed improvements, along with providing the City with assistance in the coordination, advertisement and invitations for a Public Information Meeting about the project.
- 12. Final Plans, Special Provisions & Engineer's Estimate
- Incorporate any final revisions to the plans desired by the City and KDOT prior to producing the final construction plans to be signed and sealed by the Project Manager and electronically delivered to KDOT along with any applicable special provisions and the Engineer's Estimate for their use in bidding the project.



K-18 Trail - Stone Ridge Drive to Rucker Road



An exhibit showing the West 8th Street Multi-Use Path created by KVE for presentation at Task Force meetings during the US-77 Corridor's Discovery Phase.

As residents of Junction City, many Kaw Valley Engineering staff wondered if this section of K-18 / West 8th would become a destination for pedestrian and bicycle activity after the announcement of the new USD 475 Middle School location. Given the proximity of Junction City High School and the presence of heavy residential land use areas within walking distance of the West 8th & Rucker Road intersection, the opportunity for demand exists even though the corridor sees little of that use. Due to the absence of shoulders, the 2-lane rural highway speeds and the adjacent natural topography, this stretch feels incompatible with non-motorized use and has seen very little pedestrian or bicycle activity since the Junction City Middle School opened.

During Task Force meetings of the US-77 Corridor's Discovery Phase, the question of use prompted KDOT to have Kaw Valley Engineering perform a Pedestrian Study near the middle school to include West 8th / K-18, Spring Valley Road and Wildcat Lane. As expected, the study showed little activity. Fortunately, those results did not discourage further questioning of how much use a multi-use path would receive, which helped lead to selection of this project by KDOT as part of FHWA's Transportation Alternatives Program. Thanks to our inclusion up to this point, we have a thorough understanding of the proposed improvements and project site. With this understanding comes the recognition of very identifiable challenges to user compatibility and cost control presented by the rugged terrain and distinct rural setting... but as usual, with challenges come opportunities:

Project Challenges:

Trail Grading – The side slopes on the north side of West 8th make for a difficult place to grade out a flat shelf for the proposed 10' trail. Almost every point along the route needs either deep fills or tall rock cuts prior to being prepped for hard surface placement. A culvert draining 200 acres under a low point in West 8th will also need to be extended significantly.

User Comfort – Food for further thought is the comfort users will feel with the constructed trail as far as sufficient separation from 40 MPH vehicular traffic, safety and lighting. This section of West 8th would be more inviting to pedestrian and bicycle use as a curbed street, but the trail plus reconstruction of this 1/2-mile of roadway proved to be upwards of \$3.2M during US-77 Discovery Phase estimates. That would be a great improvement, but without it some thought needs to be directed towards making parents feel comfortable enough to let their kids use the trail so the funds don't go for nought.



The presence of a 20' rock ledge just west of Rucker Road along West 8th offers a challenge to grading for the proposed trail.

Construction Sequencing & Traffic Control – With grading and construction activities so close to the westbound lane of West 8th, staged construction with individual traffic control plans will be required.



UNIT

UNIT PRICE

K-18 Trail - Stone Ridge Drive to Rucker Road

Estimated Costs - To the right is a Total Project Cost Estimate showing KDOT & City of Junction City share breakdowns. This estimate is based upon the original US-77 Corridor Discovery Phase estimate performed by Kaw Valley Engineering for KDOT for an 8'-wide multi-use path, but has been updated to reflect quantities for the proposed 10' trail.

NO.

ITEM

Project Opportunities

Real Costs – The estimate for this project is based on available historic data from past projects by KDOT, which do not factor in the availability of local materials or the presence of contractors working in the area at the time of letting to provide added competition. Thanks to several local contractors' ability to construct this project and three adjacent US-77 Corridor projects drawing other contractors right to this site, both of these factors are likely to affect the costs actually incurred on this project... as could these next two opportunities.

Trail Material – The consideration of asphalt as the hard surface material for the proposed trail would offer some

cost savings and local contractor opportunities, as well as providing some reduction in life-cycle costs by being cheaper and easier to maintain with available City resources. Concrete is the surface type most often utilized for sidewalks and trails, and was the default material requested by KDOT in the US-77 Discovery Phase estimate, but some agencies have used asphalt for trails with good results. The presence of a local asphalt contractor and desire for a wider trail lend to the opportunity of using a paving machine to lay the trail, versus hand-formed and poured methods common to concrete flatwork. Using asphalt also eliminates the need for formed expansion joints and sawed contraction joints, which add cost and tend to be troublesome maintenance items down the road. Asphalt typically costs less than concrete anyway, but the margin of difference is even more apparent on projects where an asphalt contractor's plant and equipment are nearby.

Detention on Price's Ravine - This project also provides a second chance for a detention pond on the upper reach of Price's Ravine to alleviate downstream flooding and localized bank scour. During the early design stages of the K-18

Preliminary Total Project Cost Estimate K-18 Trail Project (KDOT Proj. No. 31 TE-0415-01) City of Junction City

QUANTITY

-	Simple property and the second			0.11.1	101712
1	Mobilization	1	Lump Sum	\$20,000.00	\$20,000.00
2	Clearing and Grubbing	1	Lump Sum	30,000.00	30,000.00
3	Removal of Existing Structures	1	Lump Sum	10,000.00	10,000.00
4	Rock Excavation	6,403	Cu. Yds.	32.00	204,896.00
5	Common Excavation	178	Cu. Yds.	10.00	1,780.00
6	Placement & Compaction of Embankment	24,034	Cu. Yds.	6.00	144,204.00
7	Contractor Furnished Borrow	21,863	Cu. Yds.	12.00	262,356.00
8	4" Concrete Sidewalk	2,667	Sq. Yds.	35.00	93,345.00
9	7'x5' Concrete Arch Pipe Extension	60	Lin. Ft.	250.00	15,000.00
10	Steel Plate Guard Fence	400	Lin. Ft.	60.00	24,000.00
11	Asphalt Street Repair	1,200	Sq. Yds.	40.00	48,000.00
12	Trail Lighting	1	Lump Sum	80,000.00	80,000.00
13	Electric Service & Meter Enclosure	1	Lump Sum	12,000.00	12,000.00
14	Traffic Control	1	Lump Sum	10,000.00	10,000.00
15	Trail Signage	1	Lump Sum	5,000.00	5,000.00
16	Erosion Control Measures	1	Lump Sum	15,000.00	15,000.00
17	SWPPP Plan, Permitting & Monitoring	1	Lump Sum	5,000.00	5,000.00
18	Seeding & Mulching	1	Lump Sum	20,000.00	20,000.00
Preliminary Construction Cost =					\$1,000,581.00
Construction Contingencies (15%) =					\$150,087.15
Surveying & Design				=	45,000.00
		Property & Easemer	nt Acquisition	=	0.00

Utility Adjustments / Relocations 1.000.00 Construction Staking 18.000.00 Construction Eng. & Materials Testing 60.000.00

> Preliminary Total Project Cost = \$1,274,668.15

KDOT Share (80% of Participating Items up to \$950k Max) = \$950,000.00

80% of Construction + Construction Eng. & Materials Testing = \$968,534.52

City Share (Remainder of Preliminary Total Project Cost) = \$324,668.15

Interchange Reconstruction Project, Kaw Valley Engineering floated the idea past KDOT of excavating a detention pond in the northwest quadrant of the interchange on Price's

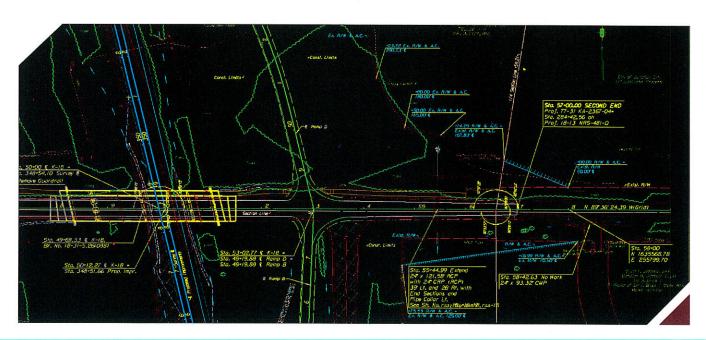
"This project also provides a second chance for a detention pond on the upper reach of Price's Ravine"

Ravine for the purposes of generating required fill material for the new ramps, as well as providing the City with relief downstream. Due to permitting requirements and future maintenance concerns, KDOT passe don the concept. The proposed use of the Helland Park property as an approved borrow site for needed fill material would allow for the excavation of a proposed detention pond to be paid for as "Contractor Furnished Borrow" on the K-18 Trail Project. Having an approved borrow

site so close to the proposed trail location would undoubtedly reduce the construction cost of grading out the trail. The Project Team would need to perform detention analysis to size the outflow pipe and apply for the appropriate permits prior to KDOT advertising the project for bids.



K-18 Trail - Stone Ridge Drive to Rucker Road



Schedule and Availability:

Kaw Valley Engineering's proposed Project Team team is winding down on survey and design tasks for the US-77 Corridor projects and associated utility relocation plans. The plans for the adjacent K-18 Interchange Reconstruction (shown above) are approaching the 95% complete stage with KDOT, and the potential final project as part of the original \$40M T-Works allocation for the US-77 Corridor goes to Field Check with KDOT towards the end of September, but may not proceed to property acquisition or construction depending on the funds remaining after the K-18 Interchange Reconstruction is bid. Construction plans for the Spring Valley Road Waterline Relocation and Northwest Interceptor Sewer Relocation for the City of Junction City are substantially complete at this point as well. By the time a contract is awarded for this project and field surveying activities are completed, our proposed Project Team would have immediate availability to work on this project.

Given that KDOT has set a very specific schedule towards letting of this project that is already several months ahead of where the project stands to date, Kaw Valley Engineering proposes to make up ground in order to meet KDOT's proposed date of December 25, 2015, for submittal of Final Plans to KDOT. Due to our ability to perform all required survey, design and construction engineering tasks in-house from our Junction City office, that independence from subcontracts allows for greater control of costs and schedule in hopes of making this target date for plans complete. As a result of recently performing surveying and design services on KLINK resurfacing, annual street maintenance, sidewalk improvements and utility projects for the City of Junction City, Kaw Valley Engineering is highly capable of progressing quickly to key schedule points of Field Check & Office Check plan and estimate submittals. Thanks to having a well-oiled relationship with City of Junction City staff, as well as being accustomed to the drafting standards, bid items and electronic delivery methods required by KDOT's Bureau of Local Projects, we feel confident in our ability to meet these project milestones.

Project Team Qualifications



SURVEY AND DESIGN PROJECT TEAM

K-18 Trail - Stone Ridge Drive to Rucker Road





CHAD McCULLOUGH, PEProject Manager



LEON OSBOURN, PE, PS Senior Design Engineer



JENNIFER LINDSLEY
Director of Drafting Services



JASON LOADER, PS Director of Surveying Services



RON JOHNSON, PS Quality Control



KERRY PATTERSON
Public Involvement Specialist





CHAD MCCULLOUGH, PE

Project Manager

Years Experience:

Total: 22 | With Current Firm: 13

Education:

BS, Civil Engineering, University of Illinois, 1994

Professional Registration:

Professional Engineer: Kansas (1999, #15747); Missouri (1999, #030059)

KDOT Local Bridge Inspection Team Leader

Professional Memberships & Affiliations:

APWA — Kansas and Missouri Chapter

Continuing Education:

Kansas & Missouri Chapter APWA Fall Conference; UMR Asphalt Conference; KSU Bridge Design Workshop; Kansas Transportation Engineering Conference; NHI Bridge Inspection Training; KU Annual Structural Engineering Conference; DPIC Contract Review and Revision

Professional Record:

Chad has more than 20 years of design, drafting and project management experience on civil, transportation and structural projects, with more than 12 of those years working on projects for Kaw Valley Engineering. Chad has participated as designer or project manager on most of Kaw Valley Engineering's bridge and transportation projects from 1994 to present day. During his career he has spent time as engineering intern for the Illinois Department of Transportation, Capital Projects Engineer for Douglas County, Colorado, and City Engineer for Mexico, Missouri.

Relevant Experience:

US-77 Corridor, Junction City, Kansas

Project Manager for the five phase redesign of the US-77 corridor from Old 40 to K-57 north of the river.

East Chestnut Street - Junction City, Kansas

Project Manager for the design of the East Chestnut Street corridor improvements. These improvements included converting an asphalt street with ditches to a widened five-lane typical section with curb and gutter, sidewalks on both sides of the street, and a complete storm sewer system.

143rd Street - Olathe, Kansas

Project Manager for the reconstruction of 1,320 feet of collector street to a 40-foot collector standard, a new rigid frame box bridge and channel improvements.

Trooper / Apennines / Normandy Roundabouts, Fort Riley, Kansas

Project Manager for the design of roundabouts including box culvert pedestrian underpasses.

Lakeview Park Trail - Mexico, Missouri

Project Manager for the design of nearly 6,000 feet of hiking and biking trail that included a 50-foot prefabricated steel truss pedestrian bridge.

Republican River Trail - Ft. Riley, Kansas

Project Manager for the design of a 5-mile wilderness trail that follows the north bank of the Republican River.

Green Estates Trail - Mexico, Missouri

Project Manager for the design of more than 9,000 feet of pedestrian and bicycle trail networks.





LEON OSBOURN, PE, PS

Senior Design Engineer

Years Experience:

Total: 36 | With Current Firm: 33

Education:

B.S. Civil Engineering, Kansas State University, 1979

Professional Registration:

Professional Engineer: Kansas (1984, #9772), Missouri (1985, #E-021726), Nebraska (1990, #E-7071), Oklahoma (1990, #16129), Arkansas (1990, #7639), Texas (1991, #70966), Colorado (1992, #27986), Kentucky (1994, #18377), Illinois (1999, #062-052721), Iowa (1996, #13708)

Professional Surveyor: Kansas (1982, #LS-800), Missouri (1999, #LSR002173)

Professional Memberships & Affiliations:

Junction City/Geary County EDC; Association of the United States Army; American Consulting Engineers Council; American Public Works Association

Professional Record:

Leon is a founding partner of Kaw Valley Engineering, providing professional services throughout the Midwest since 1982. He also is the President of the firm. His civil experience includes providing design for small and large residential, commercial and industrial developments. He also has experience working with municipalities and counties on water, stormwater and street improvements. Leon has extensive experience in providing site evaluations, coordinating with planning and zoning entities, providing site utility design and grading, working with municipalities, developers, departments of transportation, and utility companies. He has practiced civil engineering for more than 30 years and will continue to lead Kaw Valley Engineering with client satisfaction and service as the main focus and goal of the company.

Relevant Experience:

US-77 Corridor, Junction City, Kansas

Project Principal for the five phase redesign of the US-77 corridor from Old 40 to K-57 north of the river.

Spring Valley Road Corridor Improvements, Junction City, Kansas Senior Design Engineer for the design of the reconstruction of 2.5

miles of two-lane road with open ditches on Spring Valley Road to three-lane typical section from K-18 to Old Highway 40.

USD 475 Middle School, Junction City, Kansas

Project Manager for the platting, zoning, surveying, geotechnical and civil engineering of the new Junction City Middle School.

Herington High School Athletic Fields, Herington, Kansas

Project Principal for the Herington High School Expansion. This project included a new gym, tornado shelter and track/football facilities.

The Bluffs, Junction City, Kansas

Project Manager for the design of public streets, storm drainage, and water and sanitary facilities to serve 656 Living Units in the Bluffs Addition, as well as a dention pond with perimeter walking trail.

East Chestnut Street - Junction City, Kansas

Principal for the design of the East Chestnut Street corridor improvements. These improvements included converting an asphalt street with ditches to a widened five-lane typical section with curb and gutter, sidewalks on both sides of the street, and a complete storm sewer system.

Trooper / Apennines / Normandy Roundabouts, Fort Riley, Kansas Principal for the design of roundabouts including box culvert pedestrian underpasses.





JENNIFER LINDSLEYDirector of Drafting Services

Years Experience: Total: 18 | With Current Firm: 18

Education:

BS, Business Administration, Kansas State University, 2004

Professional Record:

Jennifer will provide all CADD support services for this project and will work closely with the Project Manager throughout the course of the project. She has more than 18 years of professional experience, which includes extensive skills in providing drafting for transportation projects and many KDOT projects including intersection signalization, highway, street, utility and bridge improvements. Jennifer has the knowledge in all aspects of the processes required to go from field to finish. This includes, but is not limited to the acquisition of data from electronic field equipment to utilizing that data in both AutoCAD and Microstation platforms.

Relevant Experience:

US-77 Corridor, Junction City, Kansas

Drafting Technician on the five phase redesign of the US-77 corridor from Old 40 to K-57 north of the river. In Phase 1, she completed cost estimate and exhibit drawings for various options on the 8th Street Multi-Use pedestrian path and the K-18 and Spring Valley Road intersection. She also worked on the pedestrian study for KDOT between Rucker Road and the Junction City Middle School between K-18. Jennifer completed the survey drawings and survey field books for the entire 10 mile project. On Phase 2, she is providing surface information to be used with GPS equipment to construct site.

Spring Valley Road from Old 40 to Wildcat Lane, Junction City, Kansas Drafting Technician on the survey and design of the Spring Valley Road corridor from Old 40 to Wildcat Lane. This corridor was divided into four projects. Plans were complete for the entire corridor but only the portion from McFarland Road to Wildcat Lane and Strauss Boulevard south pass Lacy Drive were constructed. Jennifer assisted with public meetings for all phases. She completed the survey and any legal descriptions needed for permanent and temporary easements. She compiled the Street, Sewer and Water plans, assisted in utility coordination and calculated quantities

The Bluffs, Junction City, Kansas

for cost estimates.

Drafting Technician on the survey and design of the Bluff's Subdivision and Caroline Avenue extension. She completed the survey and legal descriptions needed for permanent and temporary easements. She also assisted with the Street, Sewer and Water plans, walking path layout, utility coordination and calculating quantities for cost estimates.

Junction City Middle School, Junction City, Kansas

Drafting Technician on the survey and design of the Junction City Middle School. Jennifer completed the survey and legal descriptions needed for permanent and temporary easements. She assisted with the Street, Sewer and Water plans for Wildcat Lane and worked on the construction plans for the Junction City Middle school including coordination with architect plans. She also assisted in utility coordination and calculated quantities for cost estimates.





JASON LOADER, PSDirector of Surveying Services

Years Experience:

Total: 15 | With Current Firm: 15

Education:

AS, Civil Engineering Technology with Surveying Option, Kansas State University, 2002

Professional Registration:

Land Surveyor: Colorado (2015, #PLS.0038466); Iowa (2013, #21847); Kansas (2007, #1462); Missouri (2010, #PLS-2010018904); Oklahoma (2011, #1759)

Professional Memberships & Affiliations:

Society of Land Surveyors (Iowa, Kansas, Missouri, Oklahoma); National Society of Professional Surveyors; Salina Chapter of Kansas Society of Land Surveyors (Current President)

Continuing Education:

Participant in Cut Score Study for Fundamental of Surveying for NCEES; Kaw Valley Engineering Survey Seminar; Excelling as a First Time Manager or Supervisor; Training the Trainer; KSLS Annual Conference; Certificate of Recognition, Kitty Drive Reconstruction; Land Surveyors Workshop; Math Applications in Surveying, Kansas Easements, Right-of-Way and Other Encumbrances

Professional Record:

As the Director of Surveying Services for Kaw Valley Engineering, Jason will be responsible for the completion of any surveying services needed. He is responsible for procedures and practices of the department along with project management. Jason will communicate efficiently to ensure quality control and project accuracy.

Jason has 15 years of professional experience with all aspects of land surveying which include cadastral surveys, property surveys, topographic surveys, ALTA/ACSM land title survey, and construction layout surveying for large scale projects. He has extensive knowledge of modern technologies used in surveying, consisting of GPS, robotic total stations, and office software.

Relevant Experience:

US-77 Corridor, Junction City, Kansas

Survey Manager for the five phase redesign of the US-77 corridor from Old 40 to K-57 north of the river.

Spring Valley Road Corridor Improvements, Junction City, Kansas Survey Manager for the design of the reconstruction of 2.5 miles of two-lane road with open ditches on Spring Valley Road to three-lane

two-lane road with open ditches on Spring Valley Road to three-lane typical section from K-18 to Old Highway 40.

USD 475 Middle School, Junction City, Kansas

Survey Manager for the platting, zoning, surveying, geotechnical and civil engineering of the new Junction City Middle School.

The Bluffs, Junction City, Kansas

Survey Manager for the design of public streets, storm drainage, and water and sanitary facilities to serve 656 Living Units in the Bluffs Addition, as well as a dention pond with perimeter walking trail.

East Chestnut Street - Junction City, Kansas

Survey Manager for the design of the East Chestnut Street corridor improvements. These improvements included converting an asphalt street with ditches to a widened five-lane typical section with curb and gutter, sidewalks on both sides of the street, and a complete storm sewer system.

Trooper / Apennines / Normandy Roundabouts, Fort Riley, Kansas Field Survey and Construction Staking for the design of roundabouts including box culvert pedestrian underpasses.

Riverwalk Landing – Junction City, Kansas

Survey Manager for the design of 2,600 feet of walking trail around a 7-acre pond.





RONALD JOHNSON, PS

Quality Control

Years Experience:

Total: 31 | With Current Firm: 31

Education:

Construction Sciences, Kansas State University

Professional Registration:

Professional Land Surveyor: Kansas (#1275, 2000)
KDOT Certified Inspector #508 (AGF, AGL, ACI, QC/QA Asphalt, NUC, QC/QA Concrete; EMT, API, CPI, CF, SF, EIT, QCB, STR, SOF, BI)

American Welding Society Certified Welding Inspector #13070461

Professional Memberships & Affiliations:

Kansas Society of Land Surveyors; American Welding Society

Professional Record:

Ron has over 30 years of professional experience, which includes providing construction inspection services for KDOT projects throughout the state. In addition, Ron has extensive knowledge in providing surveying, construction staking, and materials testing services for all project types.

Relevant Experience:

US-77 Corridor, Junction City, Kansas

Quality Control of Plans and Estimates for the five phase redesign of the US-77 corridor from Old 40 to K-57 north of the river.

McNeal Road Bridge, Geary County, Kansas

Quality Control of Plans and Estimates, Inspection and Materials Testing for the replacement of the existing 51-foot Steel Truss bridge with a 53-foot reinforced concrete rigid frame haunched slab bridge.

Liberty Hall Road Box Culvert, Geary County, Kansas

Quality Control of Plans and Estimates, Inspection and Materials Testing for the replacement of existing timber bridge with a 30 degree skewed 2- 12' x 6' x 39' rigid frame box bridge.

East Chestnut Street - Junction City, Kansas

Inspection and Materials Testing for the design of the East Chestnut Street corridor improvements. These improvements included converting an asphalt street with ditches to a widened five-lane typical section with curb and gutter, sidewalks on both sides of the street, and a complete storm sewer system.

Spring Valley Road Corridor Improvements, Junction City, Kansas

Inspection and Materials Testing for the design of the reconstruction of 2.5 miles of two-lane road with open ditches on Spring Valley Road to three-lane typical section from K-18 to Old Highway 40.

Republican River Trail - Ft. Riley, Kansas

Inspection and Materials Testing for the design of a 5-mile wilderness trail that follows the north bank of the Republican River.

The Bluffs, Junction City, Kansas

Inspection and Materials Testing for the design of public streets, storm drainage, and water and sanitary facilities to serve 656 Living Units in the Bluffs Addition, as well as a dention pond with perimeter walking trail.

USD 475 Middle School, Junction City, Kansas

Inspection and Materials Testing for the platting, zoning, surveying, geotechnical and civil engineering of the new Junction City Middle School.





KERRY PATTERSONPublic Involvement Specialist

Years Experience:

Total: 23 | With Current Firm: 12

Education:

BS, Business Administration, Kansas State University, 2000

Professional Memberships & Affiliations:

Society for Marketing Professional Services (SMPS) - Kansas City Chapter (Current Advisor, Past President (2012-13), Past Treasurer (2009-2011); City of Lenexa Chamber of Commerce; City of Shawnee Chamber of Commerce (2014 Graduate, Shawnee Tomorrow Leadership); Rebuilding Together Shawnee (Current Board of Directors Member)

Professional Record:

Kerry is a dedicated and skilled business professional with a versatile skill set developed over 20+ years as a professional services marketer. Kerry has participated in the writing, design and preparation of a number of important proposals and project interviews for the firm. She passionately directs client interaction and relationship building, as well as public outreach campaigns for a variety of projects. Kerry also oversees the firm's marketing efforts for all four Kaw Valley Engineering office locations in the governmental, educational, transportation, recreational and residential design markets. This includes management of all publications and marketing brochures.

Implementing shared ownership will make coordinating communications a success. Kerry will assist you with the planning and implementation of media and public input plans to gain public consensus. She will assist in the preparation of media releases, handling public forums, directing media interaction and preparation of graphic elements needed to promote your project. She will enthusiastically help you communicate your project goals and mediate the public response.

Above all, Kerry's ability to communicate with several different audiences, from the technical engineer to the elected official to the lay person at a public outreach meeting, will provide you with a collaborative process for consensus building.

Kerry has spent her entire career in the A/E/C industry representing a wide range of service sectors for civil engineering firms throughout the Midwest. This exposure to government and private organizations gives her the appropriate leadership skills to guide your project to success.

Similar Project Resumes

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K-18 Trail - Stone Ridge Drive to Rucker Road



Herington High School Athletic Fields – Herington, Kansas

The Herington School expansion included the addition a new Elementary School within the existing Middle School and High School campus, and also included additions for a new gym, tornado shelter and track/ football facilities. The track, football and concessions facilities were also constructed and pre-planned to manage the needed soil and structural fill for the new complex. Lighting was included with the grading contract and extreme grades west of the field were managed by slope protection geo-fabric to mitigate any erosion on the slope prior to seeding as a best management practice. Thanks to the success of this project, the Herington facility was chosen to host the State Track Meet for their class beginning in 2012.

Approximate Cost:

\$1.8 million

Owner:

Herington USD No. 487

Date:

2011



USD 475 Middle School – Junction City, Kansas

KVE provided platting, zoning, surveying, geotechnical and civil engineering for the new Junction City Middle School. Working closely with the project architect we performed detailed site layout, access road geometric design, pedestrian access network design, lighting layout, grading and utility plans.

The Middle School was part of a development that added 260 multifamily units as well as a 66 acre site for the school.

Approximate Cost:

\$2.3 million

Owner:

Geary County USD No. 475

Date:

2008



Celebration Park – Gardner, Kansas

The site consists of four baseball fields, numerous soccer fields, pavilion, a destination play area and an expanded lake all surrounded by walking trails. The site utilized effluent from the neighboring waste water treatment plant to irrigate the ball fields. KVE worked closely with the City of Gardner to keep the project within budget, while the modification of the lake and the circulation system required extensive coordination with DWR and KDHE.

Approximate Cost:

\$8 million

Owner:

City of Gardner

Date:

2008

K-18 Trail - Stone Ridge Drive to Rucker Road



East Chestnut Street – Junction City, Kansas

KVE provided surveying and design for the East Chestnut Street corridor improvements, which involved converting an asphalt street with ditches to a widened 5-lane typical section with curb and gutter, sidewalks on both sides of the street, and a complete storm sewer system. Phasing was crucial during this project so that pedestrian and vehicular traffic could access the many retail stores in the area during construction.

Approximate Cost:

\$3 million

Owner:

City of Junction City

Date:

2009



143rd Street - Olathe, Kansas

This project entailed 1320 feet of collector street reconstruction to a 40-foot collector standard, a new 2-12'x6' rigid frame box bridge at Tomahawk Creek, and 800 feet of channel improvements to Tomahawk Creek upstream and downstream of 143rd Street to improve flow characteristics. Also part of the project were water main replacement, a major gas distribution pipeline relocation, landscaped parkways, street lighting and over 2800 feet of meandering pedestrian and bicycle paths.

Approximate Cost:

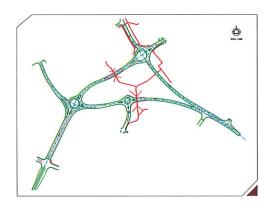
\$725,000

Owner:

City of Olathe, Johnson Co. Stormwater Mgmt.

Date:

2001



Trooper / Apennines / Normandy Roundabouts – Fort Riley, Kansas

This project overview shows roadways in green and pedestrian facilities in red for the proposed reconfiguration of this system of adjacent intersections. The project also included street lighting and pedestrian facility lighting design, which entailed providing steel conduit and electric service through each of the three proposed box culvert pedestrian underpasses.

Approximate Cost:

\$1.8 million

Owner:

Corp of Engineers

Date:

2006

K-18 Trail - Stone Ridge Drive to Rucker Road



Spring Valley Road Corridor Improvements – Junction City, Kansas

KVE provided surveying, design and traffic studies for the reconstruction of 2.5 miles of 2-lane road with open ditches on Spring Valley Road to a 3-lane typical section from K-18 to Old 40. In order to maintain access to part of the road at all times, this project was divided into three phases. The project involved associated grading, paving, striping, curb and gutter, storm drainage, sidewalks and landscaping. KVE held public meetings and individual meetings for property owners throughout the course of the project.

Approximate Cost: \$5.7 million

Owner: City of Junction City

Date: 2009



The Bluffs - Junction City, Kansas

This residential subdivision project involved the platting and design of public streets, storm drainage, water and sanitary facilities to serve 656 Living Units located in The Bluffs Addition, as well as a detention pond with perimeter walking trail. With regular flow creating a lake for all seasons, a scenic recreational trail system was designed around the lake and dedicated by plat to the City for maintenance and public use. Included as part of the concrete trail is a 52-foot Prefabricated Steel Truss pedestrian bridge over the contributing stream feeding the detention pond.

Approximate Cost: \$4.5 million

Owner: First Management, Inc., & City of Junction City

Date: 2006



Lakeview Park Trail – Mexico, Missouri

The Lakeview Park Trail is nearly 6,000 feet of continuous concrete hiking/biking trail on an enclosed loop around the 25-acre Lakeview Lake with multiple parking and access points, a 50-foot Prefabricated Steel Truss pedestrian bridge over the Lakeview Dam outfall, trail markers and signage, professional landscaping and decorative lighting through sections of wooded areas.

Approximate Cost: \$420,000

Owner: City of Mexico, Missouri

Date: 2006

K-18 Trail - Stone Ridge Drive to Rucker Road



Republican River Trail - Fort Riley, Kansas

The Republican River Hiking/Biking Trail is a 5-mile wilderness trail that follows the north bank of the Republican River from the Milford Dam Outlet Park to a parking facility built along Trooper Drive on Fort Riley Military Reservation property. KVE provided design assistance to the City and Fort Riley Public Works for the trail itself, as well as geotechnical engineering and bridge design for a 170-foot Prefabricated Steel Truss pedestrian bridge over Four Mile Creek.

Approximate Cost: \$500,000

Owner: US Army Corps of Engineers

Date: 1998



Green Estates Trail - Mexico, Missouri

The Green Estates is a 132-acre property in the heart of the City that was donated by restricted deed for parks use only to the City of Mexico in 2006. Upon acceptance the City proceeded to grade and place base rock over 9,000 feet of pedestrian and bicycle trail networks through the vast expanse of native grass prairie. Using contracted assistance for only the asphalt surfacing, the finished product is a winding ribbon through the labyrinth of pristine natural settings and around former fishing ponds on this iconic piece of property, which had been largely untouched by the hand of man since the 1920's under the delicate care of the A.P. Green family.

Approximate Cost: \$280,000 Owner: City of Mexico

Date: 2008



Riverwalk Landing – Junction City, Kansas

This 9.5-acre site was developed by the City of Junction City to provide a recreational setting on a tract of ground sandwiched between the I-70 road fill and Ash Street, and includes 2600 feet of walking trail around a 7-acre pond. The project also entailed the design of an access road, parking facilities, fishing dock and trail turnabout with a gazebo centerpiece.

Approximate Cost: \$500,000

Owner: City of Junction City

Date: 2006

Client References



K-18 Trail - Stone Ridge Drive to Rucker Road



References:

Lon Schrader, Public Works Director

City of Abilene, Kansas 785.263.3510

Matt Oehlert, Project Manager

Miami County, Kansas 913.294.4377

Debbie Tanking, Road Squad Leader

KDOT Bureau of Design 785.296.0269

John Gough, County Engineer

Dickinson County, Kansas 785.263.3121

Dan Stack, City Engineer

City of Salina, Kansas 785.309.5725

Jeff Blosser, County Engineer

Morris County, Kansas 620.767.6116

Kris Norton, Road Squad Leader

KDOT Bureau of Design 785.368.6429

Dennis Cox, Public Works Administrator

Geary County, Kansas 785.238.4931



Cost Proposal



K-18 Trail - Stone Ridge Drive to Rucker Road

Cost Proposal for Professional Surveying & Engineering Services

K-18 Trail Project (KDOT Proj. No. 31 TE-0415-01) City of Junction City

``	only of Juneaton City			
1 D				A15P7440
1. Design Survey & Base Maps		G L LD	**	
Hourly Compensation:	Employee Classification	Standard Rate	Hours	Extension
	Project Manager 2-Person Survey Crew	\$115.00 135.00	4	\$460.00
	Senior Design Technician	75.00	48 24	6,480.00
	Schol Design Technician	73.00	24	1,800.00 \$8,740.00
Direct Expenses:				\$6,740.00
Survey Vehicle Mileage -	60 miles @	\$0.50	=	\$30.00
Survey veniere mineage	innes (g	ψ0.50		\$30.00
2. Design Kickoff Meeting, Concept Plans & Prelim	inary Estimate			φ20.00
Hourly Compensation:	Project Manager	\$115.00	8	\$920.00
* *	Senior Design Engineer	105.00	4	420.00
	Senior Design Technician	75.00	12	900.00
				\$2,240.00
3. City Staff Inclusion in the Design & Plan Product	ion Process (as desired)			
Hourly Compensation:	Project Manager	\$115.00	8	\$920.00
	Senior Design Engineer	105.00	8	840.00
	Senior Design Technician	75.00	16	1,200.00
				\$2,960.00
4. Multi-Use Path Design per ADA & Design Criteri	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Hourly Compensation:	Project Manager	\$115.00	4	\$460.00
	Senior Design Engineer	105.00	8	840.00
	Senior Design Technician	75.00	16	1,200.00
5 G D				\$2,500.00
5. Storm Drainage Analysis & Design	Dusingt Manager	0115.00	0	#0 2 0.00
Hourly Compensation:	Project Manager Senior Design Engineer	\$115.00	8	\$920.00
	Senior Design Engineer Senior Design Technician	105.00 75.00	2	210.00
	Sellioi Designi Technician	73.00	4	300.00 \$1,430.00
6. Field Check Plans, Estimate & Field Check Meeti	ng with KDOT			\$1,430.00
Hourly Compensation:	Project Manager	\$115.00	16	\$1,840.00
S contract to	Senior Design Engineer	105.00	8	840.00
	Senior Design Technician	75.00	24	1,800.00
				\$4,480.00
7. Construction Sequencing & Traffic Control Plan				.,
Hourly Compensation:	Project Manager	\$115.00	8	\$920.00
	Manager of Field Services	90.00	4	360.00
	Senior Design Technician	75.00	20	1,500.00
				\$2,780.00
8. Utility Coordination & Lighting Power Supply De	<u>etails</u>			
Hourly Compensation:	Project Manager	\$115.00	4	\$460.00
	Senior Design Engineer	105.00	8	840.00
	Senior Design Technician	75.00	8	600.00
				\$1,900.00



K-18 Trail - Stone Ridge Drive to Rucker Road

9. Lighting Layout, Detailing & Specifications				
Hourly Compensation:	Project Manager	\$115.00	16	\$1,840.00
	Senior Design Technician	75.00	12	900.00
				\$2,740.00
10. Office Check Plans & Estimate				
Hourly Compensation:	Project Manager	\$115.00	16	\$1,840.00
	Senior Design Engineer	105.00	12	1,260.00
	Manager of Field Services	90.00	4	360.00
	Senior Design Technician	75.00	24	1,800.00
				\$5,260.00
11. Conceptual Renderings, Presentation Boards &	Public Information Meeting			
Hourly Compensation:	Project Manager	\$115.00	12	\$1,380.00
	Senior Design Engineer	105.00	12	1,260.00
	Marketing & PI Specialist	90.00	24	2,160.00
	Senior Design Technician	75.00	20	1,500.00
				\$6,300.00
Direct Expenses:				
Printing / Plotting (Color Co.	nceptual Drawings & Presentation Bo	ards) -	=	<u>\$120.00</u>
				\$120.00
12. Final Plans, Special Provisions & Engineer's Es		200703 1200204 120002	5970	
Hourly Compensation:	Project Manager	\$115.00	12	\$1,380.00
	Senior Design Engineer	105.00	4	420.00
	Manager of Field Services	90.00	4	360.00
	Senior Design Technician	\$75.00	16	1,200.00
				\$3,360.00
Direct Expenses:				
Copying / Printing (Signed &	k Sealed Final Plans) -		=	<u>\$20.00</u>
				\$20.00
Total for Professional Survey	Not to Exceed	=	\$44,860.00	



Backup material for agenda item:

j. Consideration and approval of a Request for Bid - Police Warehouse Painting Project.

City of Junction City

City Commission

Agenda Memo

October 6, 2015

From: Tim Brown, Chief of Police

To: City Commission and Allen Dinkel, City Manager

Subject: Award of Bid - Police Department Warehouse Painting Project

Objective: The consideration and approval of Request for Bid for the painting project for the Police Department warehouse.

Explanation of Issue: In the 2015 General Fund - Police Department budget, \$14,280 was allocated for the painting of the Police warehouse located at 312 East 9th Street. A Request for Bid was released on September 3, 2015. A number of commercial roofing contractors were direct solicited to include: Ben Kitchens Painting Co., Bogen Remodeling, Craig Wolfe Painting, Howard Painting, Morgan Painting, Teidel Painting, George's Residential Painting and Anders Construction. The RFB was advertised on the City of Junction City website and in the Daily Union as per the City of Junction City Fiscal Policy with a bid opening date of September 25 @ 3:00 pm. On September 25, 2015 at 3:00 pm, bids were opened at City Hall. Six bids were received. They are as follows:

George's Residential Painting	\$10,739.16
QualityTrust, Inc.	\$ 9,500.00
Ben Kitchens Painting Co.	\$13,888.00
Craig Wolfe Painting	\$ 6,150.00
Morgan Painting	\$13,900.00
Teidel Painting	\$13,500.00

The Police Department reviewed the bids and is recommending that Craig Wolfe Painting (the low bidder) be awarded the bid.

Budget Impact: The total cost of \$6,150.00 would be paid from the Building Maintenance line item of the Police Department budget within the General Fund.

Alternatives: The Commission may approve, table, modify and not approve this item

Recommendation: Given the above, Police Department staff is recommending the bid for the painting project for the Police Department warehouse be awarded to Craig Wolfe Paintint at the price of \$6,150.00.

Suggested Motion:

Commissioner project for the Police Department	_ moves to approve the award of bid to Craig Wolfe Painting for the painting t warehouse.
Commissioner	seconded the motion.

Enclosures: RFB, RFB Bid Tabulations

ADVERTISEMENT FOR BIDS FOR POLICE DEPARTMENT WAREHOUSE PAINTING PROJECT CITY OF JUNCTION CITY, KANSAS

The City of Junction City, Kansas will receive bids, from qualified contractors, through the City Clerk, by 3:00 p.m. September 18th, 2015 at City Hall, 700 N. Jefferson St, Junction City, KS 66441. The Request for Bids is for the painting of the Police Department Warehouse, 302 E. 9th, Junction City, KS. Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside "Police Department Warehouse Painting Project". The City reserves the right to reject any or all bids, and to waive any informalities in the bidding. Bid packages are available at the office of the City Clerk or the City website at www.junctioncity-ks.com. Questions regarding the bids should be directed to Phil Waters, Fleet Facilities Foreman at (785) 762-5912 or phil.waters@jcks.com.



OVERVIEW

The City of Junction City (City) is soliciting bids for the exterior painting of the Junction City Police Department Warehouse building located at 312 E. 9th, Junction City, Kansas 66441.

The bid package shall be submitted in a sealed envelope labeled "Police Department Warehouse Exterior Painting Project" in the center and the name of the company submitting the bid clearly identified in the upper left hand corner on or before 3:00 P.M. local time, September 25th, 2015. The bid package shall be delivered to the Junction City Hall, City Clerk's Office, located at 700 N. Jefferson, Junction City, Kansas 66441. Questions concerning this solicitation shall be directed to Phil Waters, Junction City Police Department Fleet & Facilities Foreman, (785)762-5912 or email phil.waters@jcks.com.

For specific instructions on information to include in the bid, refer to the section entitled *Scope of Work.* Evaluation of the Bids and ultimate selection is identified in the section entitled *Selection of Bid* below. The bid forms and specifications may be picked up at the City Clerk's Office between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday or obtained online via the City website www.junctioncity-ks.gov. All bids shall remain open for thirty (30) days after the day of Bid Opening, but Owner may in their sole discretion, release any Bid.

PROJECT DESCRIPTION

The purpose of the project is to prepare for painting and then paint the exterior to include doors of the Junction City Police Department Warehouse located at 312 E. 9th, Junction City, Kansas.

The Scope of Work will include, at a minimum, the following elements:

SCOPE OF WORK:

Areas to be painted: Warehouse – Block (9,500 Sq. Ft.), Entry Doors (4), Overhead Doors (2).

Prep: Chemically pressure wash with TSP. Minimal scraping. Fill joints where mortar is missing with backer rod and mortar caulk. Apply one coat of block filler to all bare block.

Painting: Apply two coats of white Duration Satin Latex to the listed surfaces.

Selection of Bid:

The selection of the most qualified bidder will be per the based total bid and the submittal of the product information sheets for the proposed.

PERMITS

Before submitting a Bid, each Bidder must (a) examine these contract documents thoroughly; (b) must familiarize themselves with local conditions that may in any manner affect performance of the work; (c) familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate their observations with the requirements on the bid documents.

WORKMANSHIP

- 1. All work shall be per code requirements and the current code adopted by the City.
- 2. Work shall include all materials, labor and equipment necessary to complete the work.

INSPECTION OF SITES

The City's Police Warehouse is located at 312 E. 9th, Junction City, Kansas. In order to assist in one's bid proposal, a review of the existing exterior may need to occur; one may contact Phil Waters, Junction City Police Department Fleet & Facilities Foreman, (785)-762-5912.

LOCAL VENDER PREFERENCE

The City has in place through our Fiscal Policy, a Local Vendor Preference clause which provides for a 3% differential on bids received from local businesses. This preference will be acknowledged as part of the bid tabulations.

KANSAS SALES TAX EXEMPTION

This project shall be governed by the State of Kansas sales tax for provisions for items of work. Prior to order items of work the successful contractor shall ensure a certificate for this has been issued by the City.

INSURANCE

1. The Contractor shall secure and maintain insurance throughout the duration of this contract of such types and in such amounts as may be necessary to protect themselves and the interest of the City against all hazards or risks of loss and hereinafter specified.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him/ her of any contractual responsibility or obligation.

2. Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

Workers' Compensation Statutory

Employer's Liability

\$100,000

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of their employees not otherwise protected.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

Bodily Injury Property Damage \$500,000 combined single limit \$100,000 each occurrence

- 4. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors.
- 5. The Contractor selected to complete this project must provide a certificate of insurance that names the City as 'additional insured' before work may begin.

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Description

TO THE HONORABLE MAYOR AND CITY COMMISSION, CITY OF JUNCTION CITY, KANSAS.

THE UNDERSIGNED BIDDER, having familiarized themselves with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all the laws, regulations, and other factors affecting performance of the work and having satisfied themselves of the expenses and difficulties attending performance of the work.

HEREBY PROPOSES and agrees to furnish all the materials, labor, equipment, supplies, supervision, transportation, and other accessory items of work necessary for the exterior painting project for the Police Department Warehouse, in accordance with the terms of this contract contained herein as outlined:

Description Exterior Painting Project (Complete)	Lump Sum Bid
	Written Lump Sum Amount Dollars and Cents
The Undersigned acknowledges receipt of th	e following addenda:
No	Dated
No	Dated
Signed this day of	<u>,</u> 2015.
Dete	Signature
Name of Officer	
Company Name	
Address	
Phone Number(s)	

SELECTION AND PROJECT SCHEDULE

The City's project schedule for bid selection, subject to change, is as follows:

Advertise for Bids
Advertisement (The Daily Union)

Deadline for Submittal of Bids
Selection of Contractor (City Commission Award)

Notify Selected Firm
Completion of Painting Project

September 3rd, 2015
September 5th, 2015
September 25th, 2015
October 6th, 2015
November 1st, 2015

TERMS AND CONDITIONS

The City of Junction City reserves the right to reject any and all Bids and to award or not award a contract for contract services. This solicitation for Bids does not obligate the City of Junction City to pay any costs incurred by respondents in the preparation and submission of a Bid. This solicitation does not obligate the City of Junction City to accept or contract for any expressed or implied services.

City of Junction City Clerk's Office

Exterior Painting Project

Bid Tabulation

912512015

3:00 pm

Time:

Date:

Bid:

Department Department:

*As Read Only

	-Aropi	osal——	Page #	pages
				recting
3	08 N. 4	wishing to	U ST.	
Craig S. L.	JOKS	66441		
PROPOSAL SUBMITTED TO: City Clark Jane +	CACTU	B NAME	JOB #	
ADDRESS 700 N. Jefferson St.	7 JO	B LOCATION		
JCK5 66441	DA	TE	DATE OF F	PLANS
PHONE # FAX #			ARCHITECT	
He hereby submit specifications and estimates for:	Levior Par	wring Par	lice Ware.	house 312
E 9th				
Complete Exterior to	era ting	as specit	iegel.	A STATE OF THE STA
· Material - includes	50 ga. Du	ration 10	ga Low	Block P.Mer
· Moterial - includes : Caulk & Mis		Continue of the continue of th		
		Comments of the control of the contr	Star 1973 As	\$ 2,850,00
· Labor orep 95 300	cified.	Spoly 20	19ts CXT	
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199e propose hereby to furnish material and labor – complete in	- 11 - 11 - 1	above specifications for	the sum of:	\$ (150 00
\$ Six Motasard one humbres with payments to be made as follows:	er and fly	ery / per		Dollars
Arry alteration or deviation from above specifications involving extra costs	Respectfully	Malla	2 1/	
will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	submitted –	lote — this proposal may be	IN / FR BINKA	operated within
			e withdrawn by as it not a	ccepted within 323 days.
	ceprance of	Proposal		
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.	Signature		200	
Date of Acceptance				352
According to the second of the second	CARL SERVICE A RESERVED ASSESSMENT			

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TO THE HONORABLE MAYOR AND CITY COMMISSION, CITY OF JUNCTION CITY, KANSAS.

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TO THE HONORABLE MAYOR AND CITY COMMISSION, CITY OF JUNCTION CITY, KANSAS.

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Description

(Complete)

Exterior Painting Project

, ,	Written Lump Sum Amount Dollars and Cents
The Undersigned acknowle	dges receipt of the following addenda:
No	Dated
No	Dated
Signed this day of	Lul Juhl
Date _	925-15 Signature
Name of Officer	Owner
Company Name _	Teidel Painting
Address	318 W. Struce. JCKS 66441
Phone Number(s)	785-209-1708

TO THE HONORABLE MAYOR AND CITY COMMISSION, CITY OF JUNCTION CITY, KANSAS.

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Lump Sum Bid

Description

Exterior Painting Project

(Complete)	Written Lump Sum Amount Dollars and Cents
The Undersigned acknowledges receipt of the follow	ving addenda;
No	Dated
No	Dated
Signed this 22day of September 1	There I
Date 9/22/1	Signature
	HERMAN CORTES J.
Company Name <u>George</u>	's Residential Printing x + 1519 Tenction City agua
Address P.O. 30	x + 1519 Tenctin By agua
Phone Number(s) (785) 762-	3742 Cell 785-223266/

George'sResidential Painting

JORGE H. CORTES

(785) 762-3742 Cell: (785) 223-2661

20. Box 1519 Junction City, KS 66441

Free Estimates

George's Residential Painting

P.O. Box 1519

Junction City, KS 66441

(785) 762-3742

PRO 120 54

POCZ	DESCRIPTION	.<
	Clare house 312 E 75th	
1000	Tunction City Power dep	
STACT	EXTERIOR PRINTING PRO	
7	CITY OF JUNCTION CI	
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PRICE QUOTATION

Account #: 6656-2914-3

09/15/2015 Quote #: 2343990

GEORGES RESIDENTIAL PAINTING PO BOX 1519 JUNCTION CITY, KS 664411519 (785) 762-3742

> Project: Start Date:

CITY BUILDING

Completion Date: 11/30/2015

09/15/2015

Purchase Type:

Single Purchase

We are pleased to quote you as follows:

SALES NUMBER	SIZE	PRODUCT/REX NUMBER	DESCRIPTION	QTY	PRICE	EXT, PRICE
151-8273	11 OZ	00WL0850A	Caulk - 850A Acrylic Latex Caulk 11 Oz. White	96	\$1.51	\$144.96
6501-32657	5 GAL	A24W08300	Loxon® Concrete & Masonry Primer, Interior/Exterior Latex White	20	\$36.71	\$734.20
6504-05830	5 GAL	K33W00251	Duration® Coating Exterior Latex Satin Extra White	45	\$48.00	\$2,160.00

TOTAL PRICE: \$3,039.16

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you. Note: All prices are per gallon/unit.

TERMS OF THE SALE

By: Sherwin-williams Store Manager

Quotation Expires: 11/30/2015

Store Address: 609 W 6TH STREET

F.O.B. Location:

City: JUNCTION CITY State: KS Zip: 66441 5108

Freight Terms: Terms: As Agreed

Store Number: 7191 Phone: (785) 238-6811

Territory #: 100

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by SHERWIN-WILLIAMS. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by SHERWIN-WILLIAMS. We request that it not to be copied or shared with others outside your firm.

TO THE HONORABLE MAYOR AND CITY COMMISSION, CITY OF JUNCTION CITY, KANSAS.

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Lump Sum Bid

Description

Exterior Painting Project

(Complete)	Written	500 . Lump Sum Amount Dollars and Cents
The Undersigned acknowledges re	eceipt of the following addenda:	What I Was
No	Dated	
No	Dated	
Signed this 24 day of	sptember	
	All Harris	"Millian market
Date	24/2015 (Signature	
Name of Officer	any fung	
Company Name	785-238	-4761
Address	Quality Trust Inc. 133 E. Home Street	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Phone Number(s)	I City KC 66441	85-375-6372



As of 07	/09/201	4, Complies with:	
OTC	Yes	LEED® 09 CI	NA
SCAQMD	Yes	LEED® 09 NC	N/A
CARB	Yes	LEED@ 09 CS	N/A
CARB SCM 2007	Yes	LEED® H	N/A
MPI		NGBS	N/A

DESCRIPTION

Duration® Exterior Latex Coating is the result of advances in acrylic technology. Duration uses PermaLast® technology to provide you with the most durable and longest lasting coating available for protecting the outside of your home.

VinylSafe™ Color Technology allows the use of many darker colors on vinyl siding that cannot be made in most other coatings.

Performance

One Coat Protection Self-Priming Easy Application **Excellent Hiding** Thicker, More Flexible Resists Blistering and Peeling

Projects

Homes Windows Gutters Trim

Architectural plastics, such as shutters & gutters

Surfaces

70011

Wood Stucco Masonry/Cement Composition Panels Aluminum Siding Vinyl Siding Galvanized Metal

MILDEW RESISTANT. This coating contains agents that inhibit the growth of mildew on the surface of this coating.

DURATION® ADDOVAL OF SHOP OF SHOW AND SHOW AND SHOWING THE SHOWI Provel of shop drawings or other supplier or mereus the office does not reserve the supplier or mereus this office does not reserve. Exterior Acrylic ay this office does not releve the supplier of succentrate deviations and soechhamilions. Satin **№3**3-200 Series

CHARAC

Color: Most colors Coverage: 250-300 sq ft/gal

5.3 - 6.4 mils wet: 2.2 - 2.6 mils dry up to 7.0 mils wet: 2.8 mils dft

Drying Time, 50% RH:

temperature and humidity dependent

@ 35-45°F @ 45°F+ Touch: 2 hour 1 hour Recost: 24-48 hours 4 hours Flash Point: N/A Finish: 10-20 @ 60°

Tinting with CCE only:

Base oz/gal Strength Extra White 0-6125% Liaht Yellow 4-15 125% Deep Base 4-15 125% Ultradeep Base 4-15 125% Vehicle Type: Acrylic

Extra White K33W00251 VOC (less exempt solvents)

<50 g/L; 0.42 lb/gal As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids: $39 \pm 2\%$ Weight Solids: $50 \pm 2\%$ Weight per Gallon: 10.27 lb

CLEANUP INFORMATION

Clean hands and tools immediately after use with soap and warm water. The PermaLast technology in DURATION coating, which creates the tenacious bond to the surface, also creates a tenacious bond to applicators and any other surface it comes in contact with. You may want to clean occasionally during use. After cleaning flush spray equipment with mineral spirits to prevent rusting of the equipment, manufacturer's safety recommendations when using mineral spirits.

APPLICATION

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection with Duration coating. On repaint work, apply one coat of Duration coating; on bare surfaces, apply two coats of Duration, allowing 4 hours drying between coats.

Do not paint in direct sun. Apply at temperatures above 35°F. During application at temperatures above 80°F. Duration sets up quickly. Some adjustment in your painting approach may be required. Paint from a dry area into the adjoining wet coating area. Dries to touch in 1 hour and is ready for service

Previously Painted Surfaces - Spot prime bare areas with Duration, wait 4 hours, and paint the entire surface. Some specific surfaces require specialized treatment.

Unpainted Surfaces - Duration can be used as a self-priming coating on many bare surfaces. When used this way, the first coat of Duration acts like a coat of primer and the second coat provides the final appearance and performance. However, some specific surfaces require specialized treatment.

See following surface preparations,

When the air temperature is at 35°F. substrates may be colder, prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Do not apply at air or surface temperatures below 35° F or when air or surface temperatures may drop below 35°F within 48 hours.

On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

No reduction necessary.

Brush - Use a nylon/polyester brush.

Roller - Use a 3/8" - 3/4" nap synthetic cover.

Sprav-Airless

Pressure......2000 psi Reductionnone

360



DURATION®

Exterior Acrylic Satin K33-200 Series

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dutil. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer.

Aluminum and Galvanized Steel

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method.

Cement Composition Siding/Panels

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete & Masonry Primer.

Concrete, Masonry, Block

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.

After power washing, previously painted masonry may still have a powdery surface that should be sealed with Loxon Conditioner and then apply 1 coat of Duration.

Composition Board/Hardboard

Because of the potential for wax bleeding out of the substrate, apply 1 coat of Exterior Oil-Based Wood Primer and then topcoat.

SURFACE PREPARATION

Steel

Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

Vinyl Siding

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly.

Wood

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.

Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, the first coat of **DURATION** may show some staining, but it will be trapped in the first coat. A second coat will uniform the appearance. If staining persists, spot prime severe areas with 1 coat of **Exterior Oil-Based Wood Primer** prior to using **DURATION**.

Caulking

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Mildew

Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

CAUTIONS

For exterior use only.
Protect from freezing.
Non-photochemically reactive.

CAUTION contains CRYSTALLINE SILICA, ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory proteotion (NIOSH approved) or leave the area.

Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID; in case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician Immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.

Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN

HOTW 07/09/2014 K33W00251 02 34

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.





PREPRITE®

Interior/Exterior Latex Block Filler B25W25

As of 03/04/2015, Complies with:			
OTC	Yes	LEED@ 09Cl	Yes
SCAQMD	Yes	LEED® 09NC	Yes
CARB	Yes	LEÉD@09CS	Yes
CARB	Yes	LEED@H&S	Yes
MPI	Yes	NGBS	Yes

CHARACTERISTICS

- · Allows topcoat on concrete block to be smooth and uniform
- Effective on above-grade, unpainted masonry surfaces

Use on unpainted:

- Masonry
- Concrete
- Cement
- Flat Surfaced Concrete Block

Color:

Off White

Coverage:

75-125 sq ft/gal

@ 16 mils wet; 8 mils dry Drying Time, @ 77°F, 50% RH: temperature and humidity dependent

Touch: 2 hours Recoat with latex based: 18 hours Recoat with solvent based: 48 hours

Flash Point:

N/A

Finish: Vehicle Type: 0-5 units @ 85° Vinyl Acrylic

. White B25W00025

VOC (less exempt solvents): <50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12 48 ± 2% Volume Solids:

Weight Solids:

68 ± 2%

Weight per Gallon:

13.5 lb

WVP Perms (US)

35.5

grains/(hr ft² in Hg)

SPECIFICATION

Masonry, Concrete, Cement, Block 1 ct. PrepRite Block Filler

2 cts. Appropriate topcoat

Recommended Architectural Topcoats

A-100 Exterior Latex Loxon Acrylic Coating SuperPaint Exterior **Duration Exterior**

Duration Home ProClassic Interior ProMar Interior SuperPaint Interior

Recommended Industrial Topcoats

Pro Industrial DTM Acrylic Industrial Enamel Metalatex Semi-Gloss Water Based Catalyzed Epoxy

Other topcoats may be appropriate.

Industrial topcoats have been tested for interior use only. PrepRite Block Filler has not been tested in environments subject to chemical attack Any recommendations for use in such areas must follow a thorough evaluation of the effects of the environment on the PrepRite Block Filler and topcoat system.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

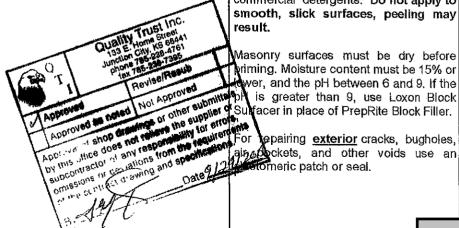
Masonry, Concrete, Cement, Block

Remove all surface contamination, form release agents, moisture curing membranes, etc. by washing with an appropriate cleaner, rinse and allow to dry. Pressure wash the surface if needed. Remove existing peeled or checked paint to a sound surface. Concrete and mortar must be cured, generally 30 days, at 75°F before painting.

Complete removal of sealers, release compounds, and to provide a profile, tiltup and poured-in-place concrete could require sandblasting or cleaning with commercial detergents. Do not apply to smooth, slick surfaces, peeling may result.

Masonry surfaces must be dry before priming. Moisture content must be 15% or wer, and the pH between 6 and 9. If the other supplier of Surfacer in place of PrepRite Block Filler.

als cockets, and other voids use an nate 1214 stomeric patch or seal.





PREPRITE®

Interior/Exterior Latex Block Filler B25W25

SURFACE PREPARATION

Mildew

Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

APPLICATION

Apply at temperatures above 50°F. No reduction necessary.

Brush - Use a nylon/polyester brush. Roller - Use a 3/8" to 1-1/2" nap cover. Spray - Airless

Pressure......2300 psi

Spray application may be backrolled to work material into the surface. All application methods may be squeegeed to provide a very smooth surface.

CLEANUP INFORMATION

Clean spills and spatters, hands and tools immediately with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

in the

CAUTIONS

For interior and exterior use.

Must be topcoated for exterior use.

Protect from freezing.

Do not apply to damp or wet surfaces.

CAUTION contains CRYSTALLINE SILICA. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage, FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.

HOTW 03/04/2015 B25W00025 39 44 FRC

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Specially be Producte

Concrete and Mortar Repair

Product Profile

Concrete Repair Polyurethane Sealant

White Lightning® Concrete Repair Polyurethane Sealant is a premium product ideal for patching and sealing cracks, splits or gaps in concrete and cement driveways, sidewalks, foundations and patios.

- · Permanently flexible, watertight seal
- . Seals joints up to 1" in width
- Interior/exterior

Paintable

Premium adhesion to most any material

Packaging:

Concrete Repair	Color	Order#	UPC	Size
Polyurethane	Gray	WL09119	0-23275-09119-1	10 FL 0Z
	door/ oor Use	aintable 💥		TITLE)

Product Profile

Silicone Ultra Low Odor Concrete & Mortar Repair

White Lightning® Silicone Uitra Concrete & Mortar Repair Sealant is a premium silicone sealant suitable for sealing joints in concrete, cinder block, brick, stucco, stone and mortar. It is ideal for repairing cracks in any concrete surface, such as: basement floors, garage floors, driveways, sidewalks, steps, thresholds, carports, walls and patios.

- · Prevents damage caused by ice and water
- Interior/exterior
- Excellent adhesion and flexibility
- Great for Indoor use

Packaging:

Silicone Ultra Concrete	Color	Order#	UPC.	Size
& Mortar Repair	Cement Gray	WL70212	0-23275-70212-7	10 FL O Z
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Product Profile

Concrete Driveway Repair Acrylic Latex Caulk

White Lightning* Concrete Driveway Repair is ideal for patching and sealing concrete surfaces. Can also be used on brick, stone and wood.

- Excellent flexibility and resistance to wear Dries to a paintable surface
 - Dries to a paintable surface
 Easy water clean-up
- Helps prevent damage caused by ice and water
- Matches concrete when dry

Packaging:

Concrete	Color	Order# 🧀	UPC	Size
Driveway Repair	Cement Gray	WL70012	0-23275-70012-3	10 FL 02
[OZ] index	r/ 🔯	[] _s	7	X









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Product Profile

Mortar Patch Acrylic Latex Caulk

White Lightning® Mortar Patch is an acrylic latex caulk suitable for repairing cracks and holes in concrete, cinder block, brick, stucco, stone, limestone and mortar. It is ideal for sealing driveways, sidewalks, patios, above-ground foundations and various types of masonry.

- Remains flexible
- Provides a watertight seal
- Dries to a paintable finish

Packaging:

Mortar Patch	Color	Order#	UPC	Size
Acrylic Latex Caulk	Cement Gray	WL70112	0-23275-70112-	0 10 5 07











White Lightning Soncrete Repair Polyurethane Sealant

Physical Properties:	Concrete Repair Polyurethane Sealant		
Type:	Polyurethane		
Color:	Gray		
Shelf Life:	12 Months		
Flash Point:	135°F		
Flammability:	Product is Flammable		
Full Cure Time:	24 Hours		
Tack Free Time:	1 Hour		
Application Temperature:	40°F to 110°F		
Service Temperature:	-40°F to 200°F		
Odor:	Chemical Odor		
Vehicle:	Xylene		

renomialice Data.	
Joint Movement Capability:	Excellent
Joint Size:	Up to 1" in Width
Freeze-Thaw Stability:	Passes Through 5 Cycles
Clean-Up:	Mineral Spirits
Flexibility:	Excellent
Painting:	Paintable
Mildew Resistance:	Good
Water Resistance:	Excellent
Rust Resistance:	Excellent
Shrinkage:	Low
Linear Coverage:	
10 oz Cartridge	
1/8" Bead Application	96.7 ft
1/4" Bead Application	24.2 ft

Product Description:

White Lightning® Concrete Repair Polyurethane Sealant is a premium product featuring outstanding adhesion and a permanently flexible, watertight seal.

Concrete Repair Polyurethane is ideal for patching and sealing cracks, splits or gaps in concrete and cement driveways, sidewalks, foundations and patios.

Surface Preparation:

Surface should be clean, dry, free from oils, dirt, old caulking, old paint or other contaminants.

A minimum of 24 hours dry time is required before painting with latex or oil based paint. Allow extra dry time during periods of high humidity and/or cool temperatures.

DIRECT CONTACT WITH UNCURED SEALANT IRRITATES EYES AND SKIN. Use only with adequate ventilation. To avoid overexposure open windows and doors or use other means to ensure fresh air entry during application and curing. Avoid contact with eyes and skin. Wash hands after using. Do not transfer contents to other containers for storage.

Limitations:

For best results, apply at temperatures above 40°F. Do not apply to frozen or frost covered surfaces. Not for use below grade, on aquariums or for marine use below the water line.

Specifications

Exceeds performance requirements of Federal Specification TT-S-00230C, Type II, Class A; ASTM C920 Type S, Grade NS, Class 25.

W. e Lightning Silicone Ultra Low Odor Concrete & Mortar Repair

Type: 100% Silicone	
Color: Gray	
Shelf Life: 12 Months	
Flash Point: 198°F	
Full Cure Time: 24 Hours	
Tack Free Time: 40 Minutes	
Application Temperature: Above 40°F	
Service Temperature: -80°F to 450°F	
Odor: Low	
Vehicle: Solvent Based	
Weight/Gallon: 8.32 lbs/gal	

Weight/Gallon:	8.32 lbs/gal			
erformance Data:				
Joint Movement Capability:	Can Withstand 50% Total			
	Joint Movement			
Joint Size:	1/2" x 1/2"			
Freeze-Thaw Stability:	Stable Through 5 Cycles			
Clean-Up:	Mineral Spirits			
Flexibility:	Excellent			
Painting:	Do Not Paint			
Mildew Resistance:	Good			
Water Resistance:	Excellent			
Rust Resistance:	Excellent			
Shrinkage:	Low			
Linear Coverage:				
10 oz Cartridge				
1/8" Bead Application	96.7 ft			
1/4" Bead Application	24.2 ft			

Product Description:

White Lightning® Low Odor Silicone Ultra Concrete & Mortar Repair is an interior/exterior sealant made of 100% silicone.

Silicone Ultra Concrete & Mortar Repair is suitable for sealing joints in concrete, cinder block, brick, stucco, stone and mortar. Will repair cracks in any concrete surface, such as basement floors, garage floors, driveways, sidewalks, steps, thresholds, carports, walls and patios.

Surface Preparation:

Surface should be clean, dry, free from oils, dirt, old caulking, old paint or other contaminants.

Painting:

Do not paint,

DIRECT CONTACT WITH UNCURED SEALANT IRRITATES EYES AND SKINI Use with adequate ventilation. Water/humidity causes curing which releases acetic acid vapors. Avoid contact with eyes and skin. Wash hands after using. Do not transfer contents to other containers for storage,

Limitations:

For best results, apply at temperatures above 40°F. Joints should not be more than 1/2" in width or depth. Fill larger joints with polyethylene foam filler up to 1/2". Do not apply to frozen or frost covered surfaces. Not for use below grade, on aquariums or for marine use below the water line. Do not apply when rain or moisture is expected.

Specifications:

Meets or exceeds performance requirements of Federal Specification TT-S-001543A Class A (COM-NBS) for silicone building sealants and TT-S-00230C Class A (COM-NBS) for one-component sealants, Canadian Specification CAN2-19, 13-M82 and ASTM C920.

White Lightning Mortar Patch Acrylic Latex Caulk

Physical Properties:	Mortar Patch Acrylic Latex Gaulk
Туре:	Latex Caulk
Color:	Gement Gray
Shelf Life:	12 Months
Flammability:	N/A
Flash Points	N/A
Full Cure Time:	7 to 14 Days
Tack Free Time:	5-7 Minutes
Application Temperature:	Above 40°F
Service Temperature:	-30°F to 180°F
Odor:	Low/None
Shrinkage:	Low/Moderate
Vehicle:	Water
Weight Solids:	85%
Weight/Gallon:	15.7 lbs/gal

Perf			

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Joint Movement Capability:	Woderate
Joint Size:	1/2" x 1/4" to 1/8" x 1/8"
Freeze-Thaw Stability:	Stable Through 5 Cycles
Clean-Up:	Water
Flexibility:	Good
Painting:	Paintable After 2 to 4 Hours
Water Resistance:	Good
Mildew Resistance:	Good
Linear Coverage:	
10 oz Cartridge	
1/8" Bead Application	96.7 ft

Product Description:

1/4" Bead Application

White Lightning® Concrete Driveway Repair Acrylic Latex Caulk is an easy-to-use caulk specially formulated to repair and seal concrete surfaces,

24.2 ft

Basic Uses:

Concrete Driveway Repair is suitable for repairing cracks and holes in concrete, cinder block, brick, stucco, stone, limestone and mortar. It is ideal for sealing driveways, sidewalks, patios, above-ground foundations and various types of masonry.

Surface Preparation:

Surface should be clean, dry, free from oils, dirt, old caulking, old paint or other contaminants.

Painting:

A minimum of 2 to 4 hours dry time is required before painting with latex or oil based paint. Allow extra dry time during periods of high humidity or cool temperatures.

Cautions:

Use only with adequate ventilation, Avoid contact with eyes and skin, Wash hands after using. Do not transfer to other containers for storage.

Limitations:

For best results apply at temperatures above 40°F, Joints should never be more than 1/2" in width or depth. Fill larger joints with polyethylene foam filler up to 1/2". Allow caulk to dry overnight before driving over patch. Caulk is completely dry within 7-14 days. Never use in joints subject to heavy abrasion. Do not apply when rain, moisture or freezing temperatures are expected.

Whi Lightning[®] Concrete Driveway Repair Acrylic Latex Caulk

Physical Properties:	Concrete Driveway Repair Acrylic Latex Caulk
Type:	Latex Caulk
Color:	Cement Gray
Shelf Life:	12 Months
Flammability:	N/A
Flash Point:	N/A
Full Cure Time:	7 to 14 Days
Tack Free Time:	5-7 Minutes
Application Temperature:	Above 40°F
Service Temperature:	-30°F to 180°F
Odor:	Low/None
Shrinkage:	Low/Moderate
Vehicle:	Water
Weight Solids:	85%
Weight/Gallon:	15.7 lbs/gal

Performance Data:

Joint Movement Capability:	Moderate
Joint Size:	1/2" x 1/4" to 1/8" x 1/8"
Freeze-Thaw Stability:	Stable Through 5 Cycles
Clean-Up:	Water
Flexibility:	Good
Painting:	Paintable After 2 to 4 Hours
Water Resistance:	Good
Mildew Resistance:	Good
Linear Coverage:	
10 oz Cartridge	
1/8" Bead Application	96.7 ft
1/4" Bead Application	24.2 ft

Product Description:

White Lightning® Concrete Driveway Repair Acrylic Latex Caulk is an easy-to-use caulk specially formulated to repair and seal concrete surfaces.

Basic Uses:

Concrete Driveway Repair is Ideal for patching and sealing concrete surfaces. Can also be used on brick, stone and wood.

Surface Preparation:

Surface should be clean, dry, free from oils, dirt, old caulking, old paint or other contaminants.

Painting:

A minimum of 2 to 4 hours dry time is required before painting with latex or oil based paint. Allow extra dry time during periods of high humidity or cool temperatures.

Cautions:

Use only with adequate ventilation. Avoid contact with eyes and skin, Wash hands after using. Do not transfer to other containers for storage,

Limitations:

For best results apply at temperatures above 40°F. Joints should never be more than 1/2" in width or depth. Fill larger joints with polyethylene foam filler up to 1/2". Allow caulk to dry overnight before driving over patch. Caulk is completely dry within 7-14 days. Never use in joints subject to heavy abrasion. Do not apply when rain, moisture or freezing temperatures are expected.

MATERIAL SAFETY DATA SHEET

K33W251 08 00

DATE OF PREPARATION

Sep 10, 2015

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

K33W251

PRODUCT NAME

DURATION® Satin Exterior Acrylic Latex, Extra White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902 www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
	ONLY (spill, leak, fire, exposure, or accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	ingredient	Units	Vapor Pressure
0.7	14464-46-1	Cristobalite		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.05 mg/m3 as Resp. Dust	
15	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
3	1314-13-2	Zinc Oxlde		······································
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKiN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

HMIS Codes
Health 1*
Flammability 0

Reactivity 0

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT

LEL

UEL Not FLAMMABILITY CLASSIFICATION

Not Applicable

Not

Applicable

cable Applicable

EXTINGUISHING MEDIA

Carbon Dloxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

Not Applicable

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910,108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 -- PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 10.27 lb/gal

1230 g/l

SPECIFIC GRAVITY 1.24

100 - 100 °C

BOILING POINT 212 - 213 °F MELTING POINT

Not Available

VOLATILE VOLUME

60%

EVAPORATION RATE Slower than

ether

VAPOR DENSITY Heavier than air SOLUBILITY IN WATER Not Available

pH > 2.0, < 11.5

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

Less Water and Federally Exempt Solvents 0.28 lb/gal 33 g/l

0.11 lb/gal 13 g/l **Emitted VOC**

SECTION 10 — STABILITY AND REACTIVITY

STABILITY -- Stable CONDITIONS TO AVOID

None known. INCOMPATIBILITY None known,

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name		i i i i	
14464-46-1	Cristobalite			
		LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
13463-67-7	Titanium Dioxide			
		LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available
1314-13-2	Zinc Oxide			
		LC50 RAT	4HR	Not Available
		LD50 RAT		Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Carbendazim 10 lb RQ

Canada (TDG)

Not Regulated for Transportation.

IMO

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (ZINC OXIDE), 9, PG III, MARINE POLLUTANT, EmS F-A, S-F, ** DO NOT FREEZE

MO

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (ZINC OXIDE), 9, PG III, MARINE POLLUTANT, EMS F-A, S-F, ** DO NOT FREEZE

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND %	by WT	% Element
	Zinc Compound 3		2.7

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classifled in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially after the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

B25W25 42 00 DATE OF PREPARATION

Jun 27, 2015

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B25W25

PRODUCT NAME

PrepRite® Interior/Exterior Latex Block Filler, White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY 101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902
	www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
for Chemical Emergency C	ONLY (spili, leak, fire, exposure, or
	accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
0.2	14808-60-7	Quartz		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	
4	1332-58-7	Kaolin		
		ACGIH TLV	Not Available	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
1	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness. SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes		
Health	1*	
Flammability	0	
Reactivity	0	

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT

Not Applicable

LEL Not

HEL Not

Applicable

Not Applicable

Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

FLAMMABILITY CLASSIFICATION

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally, Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly filted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 13.47 lb/gal

1613 g/l

SPECIFIC GRAVITY 1.62

BOILING POINT 212 - 213 °F MELTING POINT Not Available 100 - 100 °C

MELTING POINT N

VOLATILE VOLUME 52% EVAPORATION RATE Slower than

ether

VAPOR DENSITY Heavier than air SOLUBILITY IN WATER Not Available

pH > 2.0, < 11.5

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.37 lb/gal 44 g/l Less Water and Federally Exempt Solvents

0.18 lb/gal 22 g/l Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 - TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name				
14808-60-7	Quartz		· · · · · · · · · · · · · · · · · · ·		
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	
1332-58-7	Kaolin				
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	
13463-67-7	Titanium Dioxide				
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

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Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

OM

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

JATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

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SAVOGRAN TSP-PF

Revision: 3/27/2013

Page 1 of 5

1. Product and Company Identification

Product Name : TSP-PF Product Code : 611N Recommended Use: Cleaner

Company Identification:

SAVOGRAN

259 LENOX STREET

PO BOX 130

NORWOOD, MA 02062-0130

Information Phone: 781-762-5400 Emergency Phone: 508-395-0680 Website Address: www.savogran.com

Synonyms: 10611,10612,10613,11615

2. Hazards Identification

Potential Health Effects:

Eve:

Eye contact can cause severe irritation, redness, tearing, blurred vision and may cause transient injury to cornea.

Skin:

Prolonged and/or repeated contact may cause irritation and/or dermatitis. Contact with skin causes irritation and positive burns, especially if the skin is wet or moist.

Ingestion:

May cause irritation, burns to mouth and esophagus, Aspiration of the swallowed or vomited product can cause severe pulmonary complications.

Inhalation:

Inhalation of dust can cause nasal and respiratory irritation.

Chronic Overexposure Information:

NO DATA

Teratology and Reproduction Information:

NO DATA

Aggravation of Pre-Existing Conditions:

Inhalation of product may aggravate existing chronic respiratory problems such as asthma, emphysema or bronchitis. Skin contact may aggravate existing skin disease.



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SAVOGRAN TSP-PF

Revision: 3/27/2013

Page 2 of 5

Label Hazard Statement:

WARNING; Harmful if swallowed. Eye and skin irritant. May cause burns.

OSHA Hazard Communication Standard:

This product is defined as hazardous by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

3. Composition/Information on Ingredients

Component	CAS#	% by Wt.
SODIUM SESQUICARBONATE EXPOSURE GUIDELINES NOT LISTED	533-96-0	90% ~ 95%
SODIUM METASILICATE EXPOSURE GUIDELINES NOT LISTED	6834-92-0	0왕 - 5왕
EDTA, TETRASODIUM EXPOSURE GUIDELINES NOT LISTED	64-02-8	0% - 5%

4. First Aid Measures

Eyes:

Flood with plenty of water with eye lids held open for at least 15 minutes and get medical attention promptly.

Skin:

Remove contaminated clothing. Wash exposed area with soap and water. If symptoms persist, seek medical attention. Launder clothing before reuse.

Ingestion:

Do NOT induce vomiting. If conscious and alert, give 2-4 cupfuls of milk or water. Get medical aid immediately.

Inhalation:

If symptoms develop, immediately move individual away from exposure and into fresh air. Seek immediate medical attention.

Note to Physicians:

Treat symptomatically. No specific antidote available.

5. Fire Fighting Measures

Flammable Properties:

None

Hazardous Combustion Products:

May form carbon dioxide and carbon monoxide.

Extinguishing Media:

Not combustible. Use extinguishing method suitable for surrounding fire.

MATI LIAL SAFETY DATA SHE(!

SAVOGRAN TSP-PF

Revision: 3/27/2013

Page 3 of 5

Firefighting Procedures:

Solutions in water are moderately to strong alkaline. Wear full protective clothing.

6. Accidental Release Measures

Small Spill:

Wipe or scrape up any material. Wash area thoroughly with detergent and water; ventilate adequately with good fresh air movement at floor level.

Large Spill:

Wipe or scrape up any material. Wash area thoroughly with detergent and water; ventilate adequately with good fresh air movement at floor level.

Environmental Precautions:

Do not release into sewers or waterways.

Methods/Materials for Containment and Cleaning Up:
Shovel up and dispose of at an appropriate waste disposal facility in accordance with current applicable laws and regulations, and product characteristics at time of disposal.

7. Handling and Storage

Handling:

Avoid direct or prolonged contact with skin and eyes. Avoid breathing dusts. Do not ingest.

Storage:

Store in an area that is cool and dry. Moisture can cause caking.

8. Exposure Controls/Personal Protection

Airborne Exposure Limits: See Section 3

Engineering Controls:

When a potential for excessive exposure exits, use local ventilation at the point of generation.

Personal Protective Equipment:

Respiratory Protection:

Wear NIOSH/MSHA approved dust respirator, if dust is formed.

Skin Protection:

Use dust proof gloves.

Eye Protection:

MATE JAL SAFETY DATA SHE

SAVOGRAN TSP-PF

Revision: 3/27/2013

Page 4 of 5

Use dust proof goggles if dust is irritating eyes.

9. Physical and Chemical Properties

Boiling Point: NA

Melting Point: NO DATA Freezing Point: NO DATA

Vapor Pressure: NA Vapor Density: NA

Solubility in Water: MODERATE

Evaporation Rate: NA

Flash Point: NA Method: NO DATA

Lower explosive limit: NO DATA Upper explosive limit: NO DATA Autoignition Temperature: NO DATA

Specific Gravity: 2.021

pH: 10-11 Odor: None

Appearance:: White crystalline solid

10. Stability and Reactivity

Chemical Stability (Conditions to Avoid):

Incompatibility:

Solutions in water are highly alkaline and may produce hydrogen gas when in contact with aluminum. Will react with acids to form carbon dioxide.

Hazardous Decomposition Products: Carbon monoxide and carbon dioxide

Hazardous Polymerization: Will not occur.

11. Toxicological Information

Acute:

This product has not been tested as a whole.

Subchronic:

This product has not been tested as a whole.

Chronic/Carcinogenicity:

Not listed by ACGIH, IARC, NIOSH, NTP or OSHA

Routes of Exposure: Inhalation, Ingestion

12. Ecological Information

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SAVOGRAN

Revision: 3/27/2013

Page 5 of 5

13. Disposal Considerations

Waste Disposal Method:

Small quantities may be deposited in general trash and residue flushed down drain with water. Large spills must be disposed of in accordance with local state and federal regulations.

14. Transport Information

Land Transport (DOT): Not Regulated

15. Regulatory Information

U.S. Federal Regulations:

TSCA: The intentional ingredients of this product are listed. OSHA: The intentional ingredients of this product are listed.

CERCLA: SARA Hazard Category: None

Section 313: Not Listed

Reportable Quantity: None of the chemicals in this material have an RQ

State Regulations:

NO DATA

Volatile Organic Compounds: None

16. Other Information:

NFPA Ratings: 1,0,0

Manufacturer Disclaimer:

Judgement of potential hazards of this product is based on information available about individual components listed under section 3 - Ingredients. Direct testing of mixture has not been done. Information given herein is believed to be accurate and is given in good faith. However, no warranty either expressed or implied is made. It is strongly suggested that users confirm in advance of need that the information is current and applicable to their situations.



CITY OF JUNCTION CITY JUNCTION CITY, KANSAS

REQUEST FOR BID (RFB)

FOR EXTERIOR PAINTING PROJECT AT THE JUNCTION CITY POLICE DEPARTMENT WAREHOUSE LOCATED AT 312 E. 9TH, JUNCTION CITY, KANSAS 66441

OVERVIEW

The City of Junction City (City) is soliciting bids for the exterior painting of the Junction City Police Department Warehouse building located at 312 E. 9th, Junction City, Kansas 66441.

The bid package shall be submitted in a sealed envelope labeled "Police Department Warehouse Exterior Painting Project" in the center and the name of the company submitting the bid clearly identified in the upper left hand corner on or before 3:00 P.M. local time, September 25th, 2015. The bid package shall be delivered to the Junction City Hall, City Clerk's Office, located at 700 N. Jefferson, Junction City, Kansas 66441. Questions concerning this solicitation shall be directed to Phil Waters, Junction City Police Department Fleet & Facilities Foreman, (785)762-5912 or email phil.waters@jcks.com.

For specific instructions on information to include in the bid, refer to the section entitled *Scope of Work*. Evaluation of the Bids and ultimate selection is identified in the section entitled *Selection of Bid* below. The bid forms and specifications may be picked up at the City Clerk's Office between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday or obtained online via the City website www.junctioncity-ks.gov. All bids shall remain open for thirty (30) days after the day of Bid Opening, but Owner may in their sole discretion, release any Bid.

PROJECT DESCRIPTION

The purpose of the project is to prepare for painting and then paint the exterior to include doors of the Junction City Police Department Warehouse located at 312 E. 9th, Junction City, Kansas.

The Scope of Work will include, at a minimum, the following elements:

SCOPE OF WORK:

Areas to be painted: Warehouse – Block (9,500 Sq. Ft.), Entry Doors (4), Overhead Doors (2).

Prep: Chemically pressure wash with TSP. Minimal scraping. Fill joints where mortar is missing with backer rod and mortar caulk. Apply one coat of block filler to all bare block.

Painting: Apply two coats of white Duration Satin Latex to the listed surfaces.

Selection of Bid:

The selection of the most qualified bidder will be per the based total bid and the submittal of the product information sheets for the proposed.

PERMITS

Before submitting a Bid, each Bidder must (a) examine these contract documents thoroughly; (b) must familiarize themselves with local conditions that may in any manner affect performance of the work; (c) familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate their observations with the requirements on the bid documents.

WORKMANSHIP

- 1. All work shall be per code requirements and the current code adopted by the City.
- 2. Work shall include all materials, labor and equipment necessary to complete the work.

INSPECTION OF SITES

The City's Police Warehouse is located at 312 E. 9th, Junction City, Kansas. In order to assist in one's bid proposal, a review of the existing exterior may need to occur; one may contact Phil Waters, Junction City Police Department Fleet & Facilities Foreman, (785)-762-5912.

LOCAL VENDER PREFERENCE

The City has in place through our Fiscal Policy, a Local Vendor Preference clause which provides for a 3% differential on bids received from local businesses. This preference will be acknowledged as part of the bid tabulations.

KANSAS SALES TAX EXEMPTION

This project shall be governed by the State of Kansas sales tax for provisions for items of work. Prior to order items of work the successful contractor shall ensure a certificate for this has been issued by the City.

INSURANCE

1. The Contractor shall secure and maintain insurance throughout the duration of this contract of such types and in such amounts as may be necessary to protect themselves and the interest of the City against all hazards or risks of loss and hereinafter specified.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him/ her of any contractual responsibility or obligation.

2. Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

1

Workers' Compensation Statutory

Employer's Liability

\$100,000

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of their employees not otherwise protected.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

Bodily Injury Property Damage \$500,000 combined single limit \$100,000 each occurrence

- 4. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors.
- 5. The Contractor selected to complete this project must provide a certificate of insurance that names the City as 'additional insured' before work may begin.

REQUEST FOR BID (RFB) FOR EXTERIOR PAINTING PROJECT AT THE JUNCTION CITY POLICE DEPARTMENT WAREHOUSE LOCATED AT 312 E. 9TH, JUNCTION CITY, KANSAS 66441 BID FORM

TO THE HONORABLE MAYOR AND CITY COMMISSION, CITY OF JUNCTION CITY, KANSAS.

THE UNDERSIGNED BIDDER, having familiarized themselves with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all the laws, regulations, and other factors affecting performance of the work and having satisfied themselves of the expenses and difficulties attending performance of the work,

HEREBY PROPOSES and agrees to furnish all the materials, labor, equipment, supplies, supervision, transportation, and other accessory items of work necessary for the exterior painting project for the Police Department Warehouse, in accordance with the terms of this contract contained herein as outlined:

Description Exterior Painting Project (Complete)	Lump Sum Bid 13,888 55 THUTEW THOUSAN E16H1 HUMAN GAHAY Written Lump Sum Amount Dollars and Cents Filled
The Undersigned acknowledges receipt of the following	addenda: Dewant Zento
No	Dated N/E
No	Dated N/Z
Signed this 25 day of SEPTEMBEN	2015.
La La	La company of the com
Date 9/25/2015	Signature
Name of Officer BEN WICH	ters
Company Name	11 Country Club Terrace
Address - PAINTING CO., INC.	unction City, KS 66441
Phone Number(s) 785-375	32 88

SELECTION AND PROJECT SCHEDULE

The City's project schedule for bid selection, subject to change, is as follows:

Advertise for Bids
Advertisement (The Daily Union)

Deadline for Submittal of Bids
Selection of Contractor (City Commission Award)

Notify Selected Firm
Completion of Painting Project

September 3rd, 2015
September 5th, 2015
September 25th, 2015
October 6th, 2015
November 1st, 2015

TERMS AND CONDITIONS

The City of Junction City reserves the right to reject any and all Bids and to award or not award a contract for contract services. This solicitation for Bids does not obligate the City of Junction City to pay any costs incurred by respondents in the preparation and submission of a Bid. This solicitation does not obligate the City of Junction City to accept or contract for any expressed or implied services.

MATERIAL SAFETY DATA SHEET

K33W253 09 00 DATE OF PREPARATION Jun 27, 2015

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

K33W253

PRODUCT NAME

DURATION® Satin Exterior Acrylic Latex, Deep Base

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

totalitation and a transfer	
Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902
	www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency (ONLY (spill, leak, fire, exposure, or

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
6	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	•
		OSHA PEL	5 mg/m3 Respirable Fraction	
4	1314-13-2	Zinc Oxide		
		ACGIH TLV	Not Available	
		OSHA PEL	Not Available	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately,

SECTION 5 — FIRE FIGHTING MEASURES

390

HMIS Codes

Health 1*

Flammability | 0

Reactivity | 0

FLASH POINT

l Fi

UEL

FLAMMABILITY CLASSIFICATION

in in in its section in the contract of the co

Not Applicable

Not Not

Applicable Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

Not Applicable

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable, Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with Inert absorbent.

SECTION 7 - HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8— EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

Wash hands after using.

This coating may contain materials classified as nulsance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits, Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9.— PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 9.63 lb/gal

1154 g/l

SPECIFIC GRAVITY

1.16

BOILING POINT 212 - 213 °F 100 - 100 °C

MELTING POINT Not Available

VOLATILE VOLUME 64%

EVAPORATION RATE Slower than

ether

VAPOR DENSITY Heavier than alr

SOLUBILITY IN WATER Not Available

Нq > 2.0, < 11.5

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.29 lb/gal

35 g/l

Less Water and Federally Exempt Solvents

0.11 lb/gal

13 g/l Emitted VOC

SECTION 10 - STABILITY AND REACTIVITY

STABILITY — Stable CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name				
13463-67-7	Titanlum Dioxide				
		LC50 RAT	4HR	Not Avallable	
		LD50 RAT		Not Available	
1314-13-2	Zinc Oxlde				
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	

SECTION 12 - ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION:14 - TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

DOT (Dept of Transportation) Hazardous Substances & Reportable Quantities

Carbendazim 10 lb RQ

Canada (TDG)

Not Regulated for Transportation.

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (ZINC

OXIDE), CLASS 9, PG III, MARINE POLLUTANT, EmS F-A, S-F, ** DO NOT

FREEZE **

Not regulated by US DOT for domestic ocean transport to Hawaii,

Alaska, Puerto Rico, and US territories.

IMO

5 Liters (1.3 Gallons) and Less may be Shipped as Limited Quantity.

UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCES, LIQUID, N.O.S. (ZINC

OXIDE), CLASS 9, PG III, MARINE POLLUTANT, EmS F-A, S-F, ** DO NOT

FREEZE *

Not regulated by US DOT for domestic ocean transport to Hawaii,

Alaska, Puerto Rico, and US territories.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 - REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No.	CHEMICAL/COMPOUND	% by WT	% Element
	Zinc Compound	4	2.8

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

MATERIAL SAFETY DATA SHEET

PRODUCT NAME: DRYLOK MASONRY CRACK FILLER

PRODUCT CODE: 182

HMIS CODES:

Н F R

1 0 0

SECTION 1 - MANUFACTURER IDENTIFICATION

MANUFACTURE'S NAME:

UNITED GILSONITE LABORATORIES

ADDRESS:

1396 JEFFERSON AVENUE

SCRANTON, PA 18509

EMERGENCY PHONE:

(800) 424-9300

INFORMATION PHONE:

(570) 344-1202

NAME OF PREPARER:

R BÁRAKO

DATE REVISED: SUPERSEDES:

JANUARY 2006 MARCH 2005

SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION

HAZARDOUS COMPONENTS	CAS NUMBER	OCCUPATIONA OSHA PEL	AL EXPOSURE LIMI' ACGIH TLV	TS Y OTHER	VAPOR PRESSURE mmHg@TEMP	WEIGHT PERCENT
ACRYLIC COPOLYMER WATER DIBENZOATE ESTER MIXTURE STODDARD SOLVENT LIMESTONE DISPERSED COLORANT	NOT ESTAB 7732-18-5 MIXTURE 8052-41-3 1317-65-3 NOT ESTAB	NOT EST AB NOT EST AB NOT EST AB 100 PPM 15 MG/CM NOT EST AB	NOT ESTAB NOT ESTAB NOT ESTAB 100 PPM 10 MG/CM NOT ESTAB	NOT ESTA NOT ESTA NOT ESTA 100 PPM NOT ESTA NOT ESTA	B 1.0 (68F) B <1 (68F) 3.0 (68F) B N/A	20 15 10 <5 50 <5

No toxic chemical(s) subject to the reporting requirements of Section 313 of Title III and of 40 CFR 372 are present

SECTION III - PHYSICAL/CHEMCIAL CHARACTERISTICS

BOILING RANGE: 212 F

VAPOR DENSITY: HEAVIER THAN AIR COATING VOC: 0.47 LB/GA/ (56 G/L)

SOLUBILITY IN WATER: SOLUBLE

APPEARANCE AND ODOR: WHITE OR COLORS, PRODUCT SPECIFIC. TYPICAL AMINE ODOR

SPECIFIC GRAVITY (H20 =1) 1.6

EVAPORATION RATE: SLOWER THAN ETHER

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASHPOINT: N/A

FLAMMABLE LIMITS IN AIR BY VOLUME:

METHOD USED: N/A

LOWER: N/A

UPPER: N/A

EXTINGUISHING MEDIA: N/A SPECIAL FIRE FIGHTING PROCEDURES: CONTAINERS MAY SWELL AND BURST DURING A FIRE DUE TO INTERNAL PRESSURE CAUSED BY HEAT, THIS MAY CAUSE A SLIPPERY CONDITION ON FLOORS

UNUSUAL FIRE AND EXPLOSION HAZARDS: N/A

SECTION V - REACTIVITY DATA

STABILITY: PRODUCT IS STABLE

CONDITIONS TO AVOID: TEMPERATURES BELOW 32 (F) FOR STORAGE, TEMPERATURES BELOW 50 (F) FOR APPLICATION

INCOMPATIBILITY (MATERIALS TO AVOID): N/A

HAZARDOUS DECOMPOSITION OR BYPRODUCTS: N/A

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR

SECTION VI - HEALTH HAZARD DATA

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: IN IT'S WET STATE, THIS PRODUCT SHOULD NOT POSE ANY THREAT TO HEALTH DUE TO OVEREXPOSURE

SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE: DIRECT CONTACT MAY CAUSE BURNING, TEARING, REDNESS AND SWELLING

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: CAN CAUSE SLIGHT IRRITATION

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: MAY PRODUCE SIGNS OF INTOXICATION CHARACTERIZED BY INCOORDINATION, DIZZINESS, HEADACHE, NAUSEA, MENTAL CONFUSION, SLURRED SPEECH DEPENDING ON THE QUANTITY OF MATERIAL INGESTED

HEALTH HAZARDS (ACUTE AND CHRONIC): NONE KNOWN

CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO NONE OF THE COMPONENTS USED IN THIS PRODUCT ARE LISTED BY IARC, NTP OR OSHA AS A CARCINOGEN

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: INHALATION OF THE DUST FROM SANDING THE DRY FILM CAN AGGRAVATE RESPIRATORY CONDITIONS

EMERGENCY AND FIRST AID PROCEDURES:

EYES: FLUSH WITH LARGE AMOUNTS OF WATER FOR AT LEAST 15 MINUTES. CONSULT A PHYSICIAN IF IRRITATION PERSISTS SKIN; WASH AFFECTED AREA WITH SOAP AND WATER. CONSULT A PHYSICIAN IF IRRITATION PERSISTS INGESTION: GIVE ONE OR TWO GLASSES OF WATER, IF INDIVIDUAL IS DROWSY OR UNCONSCIOUS DO NOT GIVE ANYTHING BY MOUTH CONSULT A PHYSICIAN, MEDICAL FACILITY OR POISON CONTROL CENTER FOR ADVICE ABOUT WHETHER TO INDUCE VOMITING

INHALATION: REMOVE VICTIM TO FRESH AIR

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: DIKE AREA AROUND SPILL. APPLY ABSORBENT MATERIAL, THEN SWEEP UP AND PLACE IN PROPER CONTAINERS

WASTE DISPOSAL METHOD: DISPOSE OF IN APPROVED SITES ACCORDING TO LOCAL, STATE AND FEDERAL REGULATIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: AVOID BREATHING SANDING DUST, KEEP FROM FREEZING, STORE MATERIAL IN AREAS WHERE TEMPERATURES RANGE FROM 50 (F) TO 90 (F)

OTHER PRECAUTIONS: N/A

SECTIONS VIII -- CONTROL MEASURES

RESPIRATORY PROTECTION: IF NECESSARY, USE NIOSH APPROVED RESPIRATOR WITH ORGANIC VAPOR AND DUST PARTICLE CARTRIDGES

VENTILATION: USB ADEQUATE VENTILATION IN VOLUME AND PATTERN TO MAINTAIN EXPOSURES LEVELS BELOW THAT LISTED IN SECTION II

PROTECTIVE GLOVES: USE NEOPRENE RUBBER GLOVES TO PREVENT SKIN CONTACT

EYE PROTECTION: USE SAFETY EYEWEAR WITH CHEMICAL SPLASH GUARDS

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: N/A

WORK / HYGIENIC PRACTICES: WASH HANDS BEFORE EATING, SMOKING OR USING WASH ROOM

SECTION IX - DISCLAIMER

This information is furnished without warranty, representation, inducement or license of any kind, except that it is accurate to the best of UGL's knowledge, or obtained from sources believed by UGL to be accurate, and UGL does not assume any legal responsibility for use or reliance upon same. Before using any product, read the label.

MATERIAL SAFETY DATA SHEET

B25W25 42 00 DATE OF PREPARATION Jun 27, 2015

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B25W25

PRODUCT NAME

PrepRite® Interior/Exterior Latex Block Filler, White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

receptione transport and trepettes	
Product Information	www.sherwin-williams.com
Regulatory Information	(216) 566-2902
	www.paintdocs.com
Medical Emergency	(216) 566-2917
Transportation Emergency*	(800) 424-9300
*for Chemical Emergency (ONLY (spill, leak, fire, exposure, or
}	accident)

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight	CAS Number	Ingredient	Units	Vapor Pressure
0.2	14808-60-7	Quartz		
		ACGIH TLV	0.025 mg/m3 as Resp. Dust	
		OSHA PEL	0.1 mg/m3 as Resp. Dust	
4	1332-58-7	Kaoiin		
		ACGIH TLV	Not Available	
		OSHA PEL	15 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	
1	13463-67-7	Titanium Dioxide		
		ACGIH TLV	10 mg/m3 as Dust	
		OSHA PEL	10 mg/m3 Total Dust	
		OSHA PEL	5 mg/m3 Respirable Fraction	

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness. SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure,

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

HMIS Codes
Health 1*
Fiammability 0
Reactivity 0

SECTION 4— FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

Wash affected area thoroughly with soap and water. SKIN:

Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLASH POINT LEL UEL FLAMMABILITY CLASSIFICATION

Applicable

Not Applicable Not Applicable Not Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used.

Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

1

SECTION 6 - ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area.

Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally, Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation.

Avoid contact with skin and eyes. Avoid breathing vapor and spray mist.

This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m3 (total dust), 3 mg/m3 (respirable fraction), OSHA PEL 15 mg/m3 (total dust), 5 mg/m3 (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NiOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 -- PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 13,47 lb/gal

1613 g/l

SPECIFIC GRAVITY 1.62

BOILING POINT 212 - 213 °F

100 - 100 °C

MELTING POINT Not Available VOLATILE VOLUME

52%

EVAPORATION RATE Slower than

ether

VAPOR DENSITY Heavier than air

SOLUBILITY IN WATER Not Available

pH > 2.0, < 11.5

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.37 lb/gai 44 g/l

Less Water and Federally Exempt Solvents

0.18 lb/gat 22 g/l

Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY --- Stable **CONDITIONS TO AVOID**

None known. INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 -- TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer.

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating, in addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No.	Ingredient Name				1.6.2
14808-60-7	Quartz	<i>,</i>			
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	
1332-58-7	Kaolin				
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	
13463-67-7	Titanium Dioxide				
		LC50 RAT	4HR	Not Available	
		LD50 RAT		Not Available	

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No. CHEMICAL/COMPOUND % by WT % Element

No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially after the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information.

Backup material for agenda item:

k. Consideration of the purchase of a Police Crisis Video Throw Phone System.

City of Junction City

City Commission

Agenda Memo

October 6, 2015

From:

Tim Brown, Chief of Police

To:

City Commission and Allen Dinkel, City Manager

Subject:

Purchase of Enforcement Technology Group, Inc. Direct-Link Bridge Series Video

Throw Phone System

Objective: The consideration and approval of purchase of Enforcement Technology Group, Inc. (ETGI) Direct-Link Bridge Series Video Throw Phone System

Explanation of Issue: On August 24, 2015, the Police Department and the Geary County Sheriff's Office through a combined grant application were awarded \$15,531 in funding from the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG). Both entities agreed to share funding for the purchase of a Crisis Response Video Throw Phone System. The phone system will be a shared item between the two agencies, but will be owned by the City of Junction City.

The Junction City Police Department has two certified Hostage Negotiators. These two officers researched the video capabilities, reliability and the ease of use of several different models of crisis response video throw phone systems. They sought input from other Hostage Negotiation peers from across the United States. The ETGI Direct-Link Bridge Series Video Throw Phone System was the throw phone system of choice among those they queried. The recommendation of reliability and ease of use were principal convincing factors in selecting this system. Because the ETGI Direct-Link Bridge Series Video Throw Phone System is the only phone system of its type with its features and accessory items, it is the phone system of choice for this purchase.

Enforcement Technology Group, Inc. is sole source provider for this purchase.

The Police Department is requesting authorization to proceed with the purchase of the ETGI Direct-Link Bridge Crisis Response Video Throw Phone System at a cost of \$21,499.95.

Budget Impact: The entire award amount of \$15,531 from the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) will be used towards the purchase of the Crisis Response Video Throw Phone System. The remaining balance of \$4,968.95 will be made from the Special Law Enforcement Fund.

Alternatives: The Commission may approve, table, modify and not approve this item

Recommendation: Given the above, Police Department staff is recommending the purchase of an Enforcement Technology Group, Inc. (ETGI) Direct-Link Bridge Series Video Throw Phone System in the amount of \$21,499.95.

Suggested Motion:

Commissioner _____ moves to approve the purchase of an Enforcement Technology Group, Inc. (ETGI) Direct-Link Bridge Series Video Throw Phone System in the amount of \$21,499.95.

Commissioner	seconded the motion.
Enclosures:	
ETGI Quote ETGI Sole Source Letter	

Memorandum Sergeant Joshua Brown

DIRECT-LINK BRIDGE SERIES CRISIS RESPONSE THROW PHONE SYSTEM WITH TACTICAL REMOTE UNIT (TRU) KIT, FORWARD TACTICAL POSITION (FTP™) JUNCTION & VIDEO MULTIPLEXER KIT

Junction City PD, KS 66441 Quote #1034 9/16/2015

item#	Description	Price	QTY	TOTAL
DLB-TRU-FTP	Direct-Link Bridge Series Crisis Response Throw Phone System with Tactical Remote Unit (TRU) Kit, Forward Tactical Position (FTP) Junction & Video Multiplexer Kit. <u>IMPORTANT NOTE:</u> System includes ALL components/accessories listed below.	\$21,499.95	1	\$21,499.9
-	Direct-Link Bridge Series Command Console with (6) Integrated Communication/Connectivity options; Throw Phone/Command Console Network, Bluetooth' Wireless, Auxiliary Audio, External Audio/Third Party Intermediary (TPI) Message Broadcast, Commercial PBX/Digital Landline Telephone System and Residential Analog Landline Telephone System with Internal Rechargeable Battery featuring Dead Battery Protection Bullt-Inside a Mil-Spec Pelican's 1500 Case with AC Power Adapter/Charger	-	1	v
l.B-TRU-KIT	Direct-Link Bridge Series Tactical Remote Unit (TRU) Kit; Includes: TRU Built-Inside a Mil-Spec Pelican® 1150 Case with 200 ft. (60m) of TRU Cable Delivered on a Quickwinder™ Cable Transport/Storage Reel and Rechargeable Battery Powered 7.0" LCD TV with A/V Patch Cable, AC Power Adapter/Charger and RCA/Composite Cable	-	1	-
onc	Forward Tactical Position (FTP) Junction; Serves as a "pass-through" between the Throw Phone, Throw Phone Extension Cable(s), and Command Console that supports the connection of a Tactical Remote Unit (TRU) or FieldWatch™ Tactical Remote Unit (TRU) XL to allow Tactical Team personnel such as Entry Team Members to access the Direct-Link Bridge Series System's Throw Phone's Audio/Video data at a location which is closer to where the Throw Phone component is being delivered or deployed	-	1	-
lb-VMEX-KIT	Video Multiplexer KIt; includes; Video Multiplexer (Allows for (4) Direct-Link Bridge Series Throw Phone Camera Video Feeds to be Simultaneously Viewed and/or Recorded on a Single Device) Built-Inside a Mil- Spec Pelican 1150 Case with Custom Video Multiplexer Cable and AC Power Adapter	-	1	-
-	Direct-Link Bridge Series Throw Phone featuring; (5) Hidden Color Day/Night Pinhole Infrared (IR) Sensitive Cameras, Industrial Grade Telephone Handset with Rear Ear-Piece Mounted IR Tag, Hidden Omni Directional Microphone Built Inside a Mil-Spec Pelican® 1300 Case with Clear "See-Through" Lid Attached to 100 ft. (30m) Cable Lead with First 25 ft. (7.6m) Encased in a Cut-Resistant Metal Sheathing and a Cord Transport/Storage Reel	-	1	-
-	Direct-Link Bridge Series Throw Phone Extension Cable Kit; includes: 500 ft. (150m) of Direct-Link Bridge Series Throw Phone Extension Cable Spool featuring Mil-Spec Amphenol Connectors Delivered on a Heavy-Duty Metal Cable Transport/Storage Reel. NOTE: Additional Direct-Link Bridge Series Throw Phone Extension Cable Spools may be procured/used to attain a Throw Phone deployment distance of up to 2,100 ft. (640m) +	-	2	-
-	Practice Throw Phone (same weight and feel as the Throw Phone but does <u>NOT</u> include any internal circuitry/electrical components to allow for realistic Throw Phone deployment practice during training)	-	1	-
-	Rechargeable Battery Powered 7.0" LCD/TV with RCA/Composite Patch Cable and AC Power Adapter/Charger	-	1	-
	Dual-Cup Negotiator Headset Kit; Includes: Professional Grade, Aviator Style Dual-Cup Noise-Canceling Headset with Boom Microphone, Adjustable Listening Volume Control Dials and 8 ft. (2.4m) Push-to-Talk Cable	-	1	-
-	Single-Cup Negotiator Headset Kit; Includes: Professional Grade Single-Cup Headset with Boom Microphone, Adjustable Listening Volume Control Dial and 8 ft. (2.4m) Push-to-Talk Cable	-	1	-
-	Multi-Extension Amplifler Box Kit; includes: Multi-Extension Amplifier Box, 50 ft. (15m) of Audio Patch Cable with Adapters and (2) 9v Batteries (allows for connection of up to (4) external devices to monitor, distribute or record the System's audio data)		1	-
	Dual-Cup Stereo Monitoring Headphone with 3.5mm (1/8") Plug and 3.5mm to 6.35mm (1/4") Adapter	-	3	-
-	Digital Voice Recorder Kit; includes: Digital Voice Recorder with 4GB of Integrated Flash Memory, PC USB Transfer Cable, Audio Patch Cables/Adapters and Batteries	-	1	<u>.</u>
	Portable/Battery Powered Speaker Kit; Includes: Portable/Battery Powered Speaker with Adjustable Listening Volume Control, Audio Patch Cables/Adapters and Batteries	-	1	-
	Telephone Pickup Microphone		1	
- "	Padded ETGI Nylon System Accessory Transport/Storage Tote Bag		1	
-	Direct-Link System Transport/Storage Case Set; includes: (1) Large and (1) Medium Transport/Storage Case with Wheels for Direct-Link System's Command Console, Throw Phone and Other Components/Accessories	-	1	-
	Operations Manual		1	·

Ferms & Conditions:

Shipping & Handling included for UPS Ground Shipping Charges to Agencies Located within the Continental U.S.

<u>IOTE:</u> ETGI is the "sole-source" manufacturer/distributor of the of Direct-Link Crisis Response Throw Phone Systems.

III prices are stated in U.S. Dollars (USD)

IET 30 to Credit Approved

Ve Accept: Government Purchase Orders, Visa & Mastercard

ederal Tax I.D. # 88-0471725

age Code: 46U47

rices/components are subject to change without notice

Subtotal: \$21,499.95

Shipping & Handling: Included

TOTAL: \$21,499.95

This letter has been drafted to reiterate the fact that Enforcement Technology Group, Inc. (ETGI) is the "sole-source" manufacturer and distributor of Direct-Link Crisis Response Throw Phone Systems. Specifically, ETGI is the only firm that manufactures/distributes the Direct-Link Crisis Response Throw Phone Systems.

A Crisis Response Throw Phone System is a specialized technology that incorporates multiple communication features and a Throw Phone component to allow for covert audio and/or video data gathering all of which can be monitored, distributed, and recorded to assist law enforcement, military, and correctional agencies in the safe and successful resolution of a hostage/barricade, standoff, active shooter, and other related crisis incidents.

As the "sole-source" manufacturer/distributor of the Direct-Link Bridge Series Crisis Response System, we respectfully request that you do NOT put this equipment out to bid. This helps to prevent the disclosure of our equipment's "life-saving" covert features to the general public; as the public disclosure of this information can endanger the lives of officers, hostages, and other individuals involved in these incidents and subject your agency to liability. We can assure that no other firm manufactures/distributes a Crisis Response System that exactly matches the Direct-Link Crisis Response Throw Phone System's production method, design specifications, features, and accessory items delivered.

If you have any questions, comments, or need additional information/assistance please contact us directly at 800-873-2872.

Sincerely,

Robert Boxer Vice President

400 N. Broadway Suite 400

Milwaukee, WI 53202

Junction City Police Department Interdepartmental Memorandum

To:

Tim Brown Chief of Police

September 11, 2015

Subject: The Bridge Series Throw phone

I am writing this memo to give you some information on the Enforcement Technology Group (ETGI) Direct-Link Bridge Series Video Throw Phone System.

In early 2015, I was sent to Denver, Colorado where I became certified as a Crisis Negotiator. While taking the class, the class endorsed the use of the ETGI throw phone system. During this class, the most up to date system was known as the Direct-Link 007. Since the class has finished, this company has stopped producing the 007 model and upgraded to the Bridge series.

While in the class, we were shown many features on the ETGI throw phone system that has made this system the industry standard. One of the most important features of this system (which is an upgrade from the 007 series) is that there are five covert "pinhole" cameras in the unit. These cameras are now in color and they have a day time and night time capability. The phone system also have audio capability.

During the training class, I was shown just how important these features are. During a "hostage" situation, a law enforcement agency was able to deploy the ETGI throw phone system into the area where the standoff was occurring. While the phone with the covert camera systems was in the home, it was found that the "hostage" was not a "hostage" at all but rather a participant in the hostage situation. It showed the "hostage" carrying a rifle and the law enforcement officers were able to find out that if they had stormed the building to rescue the "hostage" they would have been met with gunfire.

Another situation that came up during the training that officers were able to work around due to this system was a kidnapping. An individual had kidnapped a young child and took the child into a bunker. Officers were able to get one of the ETGI throw phone systems into the bunker where they were able to monitor the situation through the cameras and audio. Through the monitoring, it was found that after a lengthy standoff, the kidnapper was going to kill the child and then himself. Because of this finding, the officers were able to move in and rescue the child prior to any harm coming his way.

Through researching the ETGI throw phone system, I believe that the best throw phone system for the Junction City Police Department is the Bridge series DLB-TRU-FTP which retails for \$21499.95. The DLB-TRU-FTP includes the Direct-Link Bridge Series Crisis Response Throw Phone System with Tactical Remote Unit (TRU) Kit, Forward Tactical Position (FTP) Junction and Video Multiplexer Kit. I have also found that ETGI is the sole provider of the ETGI throw phone system. I have attached a "sole source letter" sent to me by Bob Boxer from ETGI addressing this issue.

Junction City Police Department Interdepartmental Memorandum

Again I would like to reiterate that the ETGI throw phone systems were the systems that we used in training, the ETGI throw phone systems were the systems that were recommended by the people putting on the class, and when I spoke with numerous people in the class that were part of a crisis negotiations team, they all recommended the ETGI throw phone system.

Sergeant Joshua D. Brown #78

Sergeant, Community Involvement Unit